

HAVE YOU GOT TERMS OF SERVICE

Thank you for visiting our website. This website is owned [and operated] by The Have You Got Network Pty Ltd (ABN 73 615 465 266). By accessing and/or using this website and related services, you agree to these Terms and Conditions, which include our Privacy Policy (available at <https://www.thehaveyogot.network/privacy-policy.html>) (Terms). You should review our Privacy Policy and these Terms carefully and immediately cease using our website if you do not agree to these Terms.

In these Terms, 'us', 'we', 'our', "HYG" and "Have You Got" means The Have You Got Network Pty Ltd and our related bodies corporate.

About Us and Our Service

1.1 We provide access to the Have You Got Network (Network). The Network consists of Managers, Hosts and Owners of holiday rental properties (Managers). Users who wish to book accommodation may also access the network, and these users are referred to as Guests in these Terms. Managers and Guests are collectively referred to as Users.

1.2 Accessing or using certain functionality of the Network may be subject to additional terms or policies, which are incorporated into these Terms by reference. If there is a conflict between these Terms and any specific terms or policies, the specific terms or policies will prevail.

Account Registration

2.1 Users must be registered members to access certain features of our website, including to list properties for rental and to make offers to book properties.

2.2 Users that intend to offer properties for rental via the Network must create a Manager account.

2.3 When you register and activate your account, you will provide us with personal information such as your name, the organisation you represent (if applicable), email address and telephone number. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy [<https://www.thehaveyogot.network/privacy-policy.html>].

2.4 When you register, you are responsible for all use and activity carried out under this company/ business name and email address.

2.5 To create an account, you must be:

(a) at least 18 years of age;

possess the legal right and ability to enter into a legally binding agreement with us; and

agree and warrant to use the website in accordance with these Terms.

Creating a Property Listing

3.1 Managers may add available properties to the Network via the HYG Property Info Spreadsheet.

3.2 When adding a property to a Manager's account on the Network the Manager must:

provide complete and accurate information about the property;

disclose any deficiencies with the property;

set out any specific rules applying to guests who stay at the property; and

provide any other information that would be reasonably material to a guest in determining whether to stay at the property.

3.3 Managers warrant to HYG that they are the valid representing Manager of each property they add to the Network and indemnify HYG in respect of any loss, damage or claim suffered by HYG as a result of a breach of this warranty.

Making a Network Enquiry

4.1 A Manager who is unable to accommodate a Guest may make an enquiry of other Managers on the Network by completing a Network Enquiry.

4.2 Network Enquiries include as a minimum:

the name of the Guest;

the email address of the Guest;

the geographical area where the Guest wishes to stay; and

the dates of the stay.

4.3 A Manager that makes a Network Enquiry is the Referring Manager for that Network Enquiry for the purposes of these Terms.

Responding to a Network Enquiry

5.1 HYG will determine which properties are available and are suitable for this Inquiry.

5.2 The link for the each suitable property sent to the guest will direct the guest to the property page on the relevant website. It is your responsibility to ensure the information on that page, including rates is up to date.

5.3 Managers are solely responsible for determining the price offered to guests for a stay and the Manager's Terms.

5.4 It is the responsibility of the Responding Manager to ensure that the Manager's Terms are lawful in the Responding Manager's jurisdiction and the Responding Manager indemnifies HYG from and against any loss, claim or damage suffered by HYG as a result of any breach of this provision.

Guest Acceptance and Forming of Bookings

6.1 Guests book directly with you on your website.

6.2 Guests acknowledge that properties offered in an Enquiry Response are not reserved for the Guest and may not be available for booking at the time the Guest accepts the enquiry response. Enquiry Responses are not offers of accommodation.

6.4 Guests may book the property direct on the website if still available. In the event the property is still available the Manager may accept the Guest's offer in its discretion.

6.5 Guests and Managers acknowledge that a legally binding agreement to book the property is only made upon completion of the Manager's standard booking procedure. Nothing on the Have You Got website binds either party to complete the booking and Have You Got will not be liable to any Manager or Guest in respect of any offers of properties or offers of bookings made via the Have You Got website.

6.6 Managers agree that they will not materially alter the terms of any booking as notified to the Guest in the relevant Enquiry Response and that where a booking is made it will be on terms identical or substantially similar to the Manager's Terms notified in the Enquiry Response.

Service Fees and Commissions

7.1 Commissions are payable by Successful Managers to HYG the day after check in date of the booking and must be paid within 48 hours.

7.2 Commission payments are 10% of the total cost.

7.3 The obligation to pay a commission only arises upon the binding agreement between the Successful Manager and the Guest, and the Guests arrival.

7.4 Commissions are payable in full via the payment details set out in the Booking Confirmation email, received the day after check in.

7.5 In the event a Booking is cancelled or varied after arrival, the Successful Manager must provide HYG with a notification setting out sufficient evidence of the cancellation or variation as soon as is reasonably practicable.

7.6 Have You Got is not party to any agreement between the Referring Manager and Successful Manager for the payment of the Commission and the Referring Manager releases Have You Got from any and all liability in connection with the same.

Code of Conduct

8.1 All Users of the Network are subject to the <https://www.thehaveyogot.network/code-of-conduct.html>.

8.2 Failure to comply with the Code of Conduct may result in the User's removal from the Network, in HYG's discretion.

Three Strikes System

9.1 Managers who do not comply with these Terms will be subject to removal from the Network. Strikes include and not limited to:

offering inappropriate properties, not paying commission, regular complaints. Accruing the three strikes concludes with deregistration, with no chance to register again.

Damage to Property

10.1 To the fullest extent possible at law, HYG is not liable to any user in respect of damage to any Property. HYG does not warrant the suitability of Guests for any accommodation and each Manager must include appropriate risk and liability provisions in its Guest Agreement. It is the obligation of Managers to ensure that owners have appropriate insurance in respect of Properties offered for rent via the Network.

Uploading Content

11.1 Elements of the Service, such as the property display functionality, may allow you to upload, post, send, receive, and store content, including text, photographs, and other materials or information on or through the Service (User Content).

11.2 By creating, uploading, posting, sending, receiving, storing, or otherwise making available any User Content on or through the Network, Users grant HYG a non-exclusive, worldwide, royalty free, irrevocable, perpetual, sublicensable, and transferable right to use, store, copy, modify, create derivative works from, distribute, publish transmit, stream, broadcast, and otherwise exploit the User Content in any manner in connection with the provision of the Services and/or the promotion of the Network.

11.3 Users warrant that:

the User is either the exclusive owner of all copyright in the User Content or the User has all rights, licences, consent, and approvals necessary to grant HYG the rights granted in these Terms; and

neither the User Content, nor HYG's exercise of its rights in the User Content under these Terms, will infringe any third party intellectual property rights, any rights of publicity or privacy, be defamatory or libellous, or otherwise infringe any laws.

11.4 Users will not post, upload, transmit or publish via the Network any User Content that:

is false, misleading (directly or by omission or failure to update information) or deceptive; or

constitutes Prohibited Material or Prohibited Activity.

Prohibited Material and Prohibited Activity

12.1 Prohibited Material includes, but is not limited to material that:

is unlawful, criminal, threatening, harassing, abusive, defamatory, harmful, libellous, contemptuous, obscene, vulgar, pornographic, profane, inappropriate, hateful, indecent or otherwise racially, ethnically or otherwise objectionable;

violates or infringes the rights (such as rights of privacy, publicity, copyrights, trade mark rights and contract rights) of any other person or party or infringes any law;

promotes, incites or instructs in criminal activity or violence, or in conduct that may give rise to civil liability;

advocates the doing of a terrorist act;

provides gratuitous, exploitative or offensive depictions or violence, sexual violence, or fantasies which are offensive or abhorrent, or which provides explicit or graphic depictions or descriptions of sexual acts or fetishes;

contains excessive nudity or violence or contains a link to an adult website;

constitutes or promotes information that you know is false, misleading or deceptive;

solicits personal information from anyone under 18 years of age;

promotes illegal activities;

advertises any illegal services or the sale of any items which are prohibited or restricted by any law;

constitutes or promotes copyright infringement; or

contains personal or identifying information about another person, including but not limited to a photograph or video of another person, without that person's consent.

12.2 Prohibited Activities include, but are not limited to:

violating these Terms or any policy posted on the Network;

using the Website or Online Community in a manner inconsistent with applicable policies, laws, statutes, and regulations;

criminal or tortious activity or the infringement of intellectual property rights;

circumventing or modifying or attempting to circumvent or modify, adapt, translate, sell, reverse engineer, decompile or disassemble any security technology or software that is part of the Website or Online Community;

deleting, circumventing or altering any legal notices, rights management information or technological protection measures;

activity that involves the use of viruses, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment, or otherwise permit the unauthorised use of or access to a computer or a computer network;

interfering with the use of the Website or Online Community by others, including but not limited to interfering with the computer systems which support the Website or Online Community, overloading a service, engaging in a denial-of-service attack, or attempting to disable a host; or

impersonating or falsely representing your association with any person or organisation.

12.3 HYG may take action (including legal action) against any person who, in its determination, engages in any Prohibited Activity or who posts or transmits Prohibited Material on or through the Network. We reserve the right to cooperate fully with any law enforcement authority in any jurisdiction and comply with the law or legal process.

Collection Notice

13.1 HYG collects personal information about Users in order to provide Users with its services and for purposes otherwise set out in its Privacy Policy at [insert privacy policy URL].

13.2 HYG may disclose that information to third parties that help HYG deliver its services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If a User does not provide this information, HYG may not be able to provide all of its services to the User. HYG may also disclose your personal information to recipients that are located outside of Australia, including to Successful Managers located in any country where you book accommodation using information provided on the Network.

13.3 HYG's Privacy Policy explains: (i) how HYG stores and uses, and how Users may access and correct their personal information; (ii) how a User can lodge a complaint regarding the handling of its personal information; and (iii) how HYG will handle any complaint. If a User would like any further information about our privacy policies or practices, please contact us at [connect@haveyougot.com].

13.4 By providing personal information to us, each User consents to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

Accuracy, completeness, and timeliness of information

14.1 The information on our website is not comprehensive and is intended to provide a summary of the subject matter covered. While HYG uses all reasonable attempts to ensure the accuracy and completeness of the information on the website, to the extent permitted by law, including the Australian Consumer Law, HYG makes no warranty regarding the information on this website. Users should monitor any changes to the information contained on this website.

14.2 HYG is not liable to a User or to anyone else if interference with or damage to a User's computer systems occurs in connection with the use of this website or a linked website. Users must take their own precautions to ensure that whatever the User selects for its use from the HYG website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

14.3 HYG may, from time to time and without notice, change or add to the website (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to

you or anyone else if errors occur in the information on the website or if that information is not up-to-date.

Linked sites

15.1 The HYG website contains links to websites operated by Managers. Those links are provided for guests to determine suitability of a property. Unless expressly stated otherwise, HYG is not responsible for the content on those linked websites and has no control over or rights in those linked websites.

Intellectual property rights

16.1 Unless otherwise indicated, HYG owns or licenses from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this website and in all of the material (including all text, graphics, logos, audio and software) made available on this website (Content).

16.2 Use of this website and use of and access to any Content does not grant or transfer any rights, title or interest to Users in relation to this website or the Content. However HYG does grant each User a licence to access the website and view the Content on the terms and conditions set out in this Agreement and, where applicable, as expressly authorised by HYG and/or our third party licensors.

16.3 Any reproduction or redistribution of this website or the Content is prohibited and may result in civil and criminal penalties. In addition, Users must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited.

16.4 All other use, copying or reproduction of this website, the Content or any part of it is prohibited, except to the extent permitted by law.

Warranties and disclaimers

17.1 To the maximum extent permitted by law, including the Australian Consumer Law, HYG makes no warranties or representations about this website or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.

17.2 HYG reserves the right to restrict, suspend or terminate without notice any User's access to this service, or any feature of this website at any time without notice

and HYG will not be responsible for any loss, cost, damage or liability that may arise as a result.

Liability

18.1 To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall HYG be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to a User’s use of the HYG website and/or the information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

Indemnification

Dispute Resolution

Jurisdiction and governing law

21.1 Your use of the website and these Terms are governed by the law of New South Wales, Australia and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia.