



POCKET SUPPORT TERMS AND CONDITIONS OF USE

1. About the Platform

- (1) Welcome to Pocket Support (the '**Platform**'). The Platform provides NDIS Assistive Technology (equipment, devices and technology to help people with disabilities) and thereby facilitates interactions between:
 - (a) People looking to be connected with Providers (the '**Participant**' or '**you**' or '**yours**'); or
 - (b) Representatives (authorised family or legal guardian who makes decisions on behalf of Participants) of the Participant (the '**Representative**') with
 - (c) NDIS Health Professionals and Support Service Carers and supervisors (the '**Providers**')making it easier for the Participant or Representative to communicate and coordinate with Providers and for Providers to deliver NDIS services to Participants in an efficient and secure manner (together, the '**Users**').
- (2) The Platform is designed to assemble a Participants entire NDIS support network and connect them in a singular space to strengthen the coordination, safety, service quality, accountability and development of Participants and the network around them.
- (3) The Platform is operated by Pocket Support Pty Ltd (ABN 54 668 738 994) ('**Pocket Support**'). Access to and use of the Platform, or any of its associated products and services, is provided by Pocket Support. Please read these terms and conditions (the '**Terms** ') carefully. By using, browsing and/or reading the Platform, this signifies that you have read, understood, and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Platform, or any of its services, immediately.
- (4) Pocket Support provides you access to and use of the Platform whereby Pocket Support functions solely as the operator of the Platform which connects Participants and Representatives with Providers through the Platform to access our communication system, scheduling system, and to share documents in the document library (e.g., professional assessments, support plans, exercise programs, sensitive health data) (our '**Services**'). We also provide software co-ordination tools and third-party education material on the Platform.
- (5) Each Participant and Representative is solely responsible for selecting the appropriate Provider with respect to the Providers' NDIS services. Any decision made to select a Provider, is made at the Participant's and Representative's sole discretion and risk. Each Participant or Representative must decide whether a Provider is suitable for the particular NDIS services required and Users are solely responsible for interacting with other Users.
- (6) Pocket Support reserves the right to review and update the Terms from time to time. When Pocket Support updates the Terms, it will use reasonable endeavours to provide you with notice of updates of the Terms. Any changes to the Terms take immediate effect from the date of their publication.

2. Acceptance of the Terms

- (1) To access the Services, a User must register for an account ('**Account**') through the Platform.
- (2) By registering for an Account through the Platform, you will be required to accept the terms and conditions of membership by clicking "I accept" in the user interface as a condition of joining the Platform. By clicking the "register" button you agree to all the terms and conditions of our Terms and Privacy Policy which gives notice to you through our user interface as follows:

*By **Registering**, you agree that you have read, understood, and accepted our Platform Terms and Conditions and you consent to our [Privacy Policy](#).*

- (3) As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
- (a) First and last name;
 - (b) Gender and date of birth;
 - (c) Disability or disabilities;
 - (d) Sensitive personal data – Physical and Mental Health (document form);
 - (e) NDIS number;
 - (f) Demographic data;
 - (g) Mobile number and email;
 - (h) Address;
 - (i) Payment data (e.g., invoices);
 - (j) Identity card numbers, passport numbers;
 - (k) Health related care plans (e.g., healthcare support plans, physio reports or behavioural management plans etc.), and
 - (l) any other information reasonably collected or required for the supply of our Services.

(‘Registration Data’)

- (4) You must keep your Registration Data and contact information accurate and up to date.
- (5) You may not use the Services and may not accept the Terms if:
- (a) you are not of legal age or capacity to form a binding contract with Pocket Support; or
 - (b) you have no legal standing or authorisation to act as the Representative of a Participant;
- or
- (c) you are a person barred from receiving the Services under the laws of Australia.
- (6) Once you have completed the registration process, you will be a registered User of the Platform and agree to be bound by the Terms. You warrant that any information you give to Pocket Support in the course of completing the registration process will always be accurate, correct and up to date. Pocket Support may undertake additional enquiries to verify the identity, background, compliance standing or qualifications of any User but is under no obligation to make such additional enquiries or verify the identity of a User.
- (7) You have sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services.
- (8) Any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Pocket Support of any unauthorised use of your password or email address or any breach of security of which you have become aware.
- (9) User expressly consents to and authorises Pocket Support to use and store electronically the Registration Data and any material or information that User submits through or on the Platform (whether in hard form or digital form) for the purpose of using the Platform or purchasing products and services.
- (10) Providers are independent contractors and as such are solely responsible for and shall meet their obligations in relation to taxation (including income tax and GST) and any other government taxes or levies. These Terms do not make any User a partner, agent, or employee of Pocket Support.

3. Your obligations as a User

- (1) As a User, you agree to comply with the following:
 - (a) you will not share your profile with any other person;
 - (b) you will not place a service on behalf of someone else unless expressly authorised by this person or individual or by operation of law as the legal representative of a Participant. You will use the Services only for purposes that are permitted by:
 - (i) the Terms; and
 - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
 - (c) you have sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
 - (d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Pocket Support of any unauthorised use of your password or email address or any breach of security of which you have become aware;
 - (e) the Services delivered to User are exclusive and personal to User. User must not allow another person to access the Platform or use the Services without a licence from Pocket Support under these Terms;
 - (f) access and use of the Platform are limited and non-transferable and you must not expressly or impliedly impersonate another User or use the profile or password of another User at any time;
 - (g) keep backups of all your data uploaded to the Platform;
 - (h) any content that you broadcast, publish, upload, transmit, post, or distribute on the Platform ('**Your Content**') will always be accurate, correct and up to date and you will maintain reasonable records including backups of Your Content.
 - (i) you agree not to harass, impersonate, stalk, threaten or otherwise engage in inappropriate conduct with another User of the Platform (where interaction with other Users is made available to you);
 - (j) you will not use the Services or the Platform in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Pocket Support;
 - (k) you will not use the Services or Platform for any illegal and/or unauthorised use which includes collecting email addresses of Users by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Platform;
 - (l) you agree that commercial advertisements, affiliate links and other forms of solicitation may be removed from User profiles without notice and may result in termination of the Services. Appropriate legal action will be taken by Pocket Support for any illegal or unauthorised use of the Platform; and
 - (m) you acknowledge and agree that any automated use of the Platform or its Services is prohibited.
- (2) Users agree that Pocket Support:
 - (a) will not be liable to any person in relation to the offer for sale or supply of any products or services advertised on our Platform including for any loss or liability;

- (b) is not responsible for the enforcement of any contractual obligations arising out of a contract for the hire of NDIS services and will have no obligation to mediate any disputes between the parties to any such contract;
 - (c) is not responsible for the accuracy of information or content provided by Users on our Platform;
 - (d) cannot be held responsible for the actions, omissions or representations of Users, either on or off the Platform; and
 - (e) cannot guarantee that any information provided by a User is true, accurate, complete, current and not misleading or deceptive.
- (3) If a User's Account shows signs of fraud, abuse or suspicious activity or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, out-of-date or incomplete, Pocket Hire may suspend, cancel or edit the User's Account.

4. Your obligations as a Provider

- (1) Pocket Support's sole function is as an introducer to connect you with Participants and Representatives. You agree that Pocket Support is not liable for, and you assume sole responsibility and risk for:
- (a) which Participant or Representative you select to engage with, and
 - (b) any communications, interactions, transactions or liability arising between you and the Participant or Representative.
- (2) You must communicate directly with Participants and Representatives in relation to orders for your NDIS services including the fulfilment of any NDIS services. It is your responsibility to communicate directly with Participants to:
- (a) accept or reject any orders for NDIS services from Participants and Representatives in accordance with your terms of trade for supply, and
 - (b) convey any additional contractual terms and conditions for the supply of your NDIS services to Participants including as to delivery and the costs for delivery.

Providers reserve the right to supply or not supply Participants and Representatives with NDIS services or cancel any NDIS services in accordance with Providers' terms of trade for supply.

- (3) As a Provider, you agree to comply with the following:
- (a) to maintain your license and all necessary registration, approvals, licences and permits at all times;
 - (b) to comply with the requirements of all applicable laws and regulation including the *National Disability Insurance Scheme Act 2013* (NDIS Act) and the NDIS Rules together with all amendments and replacing laws (together '**Laws**');
 - (c) to fulfil orders for NDIS services in accordance with the Laws and the NDIS Code of Conduct;
 - (d) not sub-contract your obligations (including fulfilling a NDIS service) under these Terms to another Provider or third-party;
 - (e) keep the information and health records of Participants confidential in accordance with the Laws and use and process personal information (including order histories) in accordance with the *Privacy Act 1988* (Cth) and *Privacy Amendment (Notifiable Information Breaches) Act 2017* as amended, consolidated or replaced;
 - (f) deliver all NDIS services in accordance with occupational health and safety laws and regulations;
 - (g) ensure that your NDIS services comply with all safety standards and any machinery or equipment used is compliant, safe and fit to use;
 - (h) notify Pocket Support immediately of any actual, perceived or potential conflicts of interest that may affect this contract; and
 - (i) ensure that you have all valid and enforceable insurance policies in place including professional indemnity insurance and public liability insurance that are sufficient to satisfy

such claims that may be brought on the basis of the risks and responsibilities assumed by the Provider in supplying NDIS services to Participants and Representatives. Your certificates of insurance must be delivered to Pocket Support within seven (7) days of a written request by Pocket Support.

- (4) Provider is solely responsible for:
- (a) communications with Participants and Representatives
 - (b) pricing and the supply of the NDIS services to Participants and Representatives
 - (c) cost of and delivery of NDIS services to Participants, and
 - (d) the processing and fulfilment of any NDIS services

and warrants that its supply is in accordance with all applicable Laws and Provider's terms of trade.

- (5) Providers agree that Pocket Support will approve each Provider's access to our Platform on a recurring quarterly basis and Pocket Support reserves the right to remove or terminate a Provider from the Platform at any time on a with cause or without cause basis. We may at our sole discretion direct orders to other Providers if we suspect that you have breached these Terms.
- (6) Providers are subject to ongoing approvals from Participants and Representatives. Participants and Representatives must approve their Providers from time to time as required through the Platform and Providers may be required to remove themselves from a Participant's profile when their term of service has ended.

5. Your obligations as a Participant and Representative

- (1) Pocket Support's sole function is as an introducer to connect you with Providers and Representatives. You agree that Pocket Support is not liable for, and you as a Participant or Representative assume sole responsibility and risk for:
- (a) which Provider you select to engage with, and
 - (b) any communications, interactions, transactions or liability arising between you and the Provider that arise through the supply of NDIS services to you.
- (2) Provider reserves the right to supply or not supply you with any products or services or to cancel any orders in accordance with Provider's terms of trade for supply.

6. Messaging and calling service (Calling (VOIP) / Messaging and Video Calling (where made available to User)

The Platform provides a message and calling service for Users ('**Communications**'). We disclaim any legal responsibility for and will not be liable for any damage, loss or activities transmitted through the Communications.

7. Payment

- (1) Payment for Platform membership is facilitated through a third party payment gateway, Stripe (the **Third Party Payment Gateway**) \
- (2) For iOS users, payment via Apple Pay is also available. Users opting to use Apple Pay agree to abide by the Terms and Conditions set forth by Apple Inc. for using Apple Pay.
- (3) When making payment on the Website, Users agree that they have familiarised themselves with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Third Party Payment Gateway Provider.
- (4) Users acknowledge that where a request for the payment of the processing fee is returned or denied, for whatever reason, by a User's financial institution or is unpaid by the User for any other reason, then the User is liable for any costs, including banking fees and charges, associated with the processing fee.

(5) The User understands and acknowledges that it is solely responsible for any reimbursement available through the *NDIS Assistive Technology, Home Modifications and Consumables Code Guide 2023-24* for the Third Party Payment Gateway fee paid to Pocket Support. Please refer in particular to:

- “Claiming for support items that do not have a price limit”
- “Subscription Services”
- “Low Cost AT – Communications or Cognitive Support – Support Item Ref No. 03-222100911 0124 1 1”

(6) Most NDIS services are GST free (if all of the requirements are met under the Laws) or if GST is applicable to a support, the price limit is inclusive of GST. If GST is otherwise imposed on any supply made under or in accordance with these Terms, Pocket Support must be paid an additional amount equal to the GST payable on or for the taxable supply subject to and in accordance with the GST Law.

(7) Users are responsible for ensuring that sufficient funds are available at the time of payment processing. If there are payment failures due to insufficient funds, incorrect or outdated payment information, Pocket Support reserves the right to:

- (a) recover payment and deny a User access to our Services; or
- (b) cancel or suspend an Account if we are unable to process any of the fees for our Services.

(8) Pocket Support reserves the right to increase or change the subscription fee at any time by giving you 30 (thirty days) advance notice in writing.

(9) User agrees that Pocket Support may electronically store Registration Data.

(10) We may suspend or terminate a User Account if any misuse of fraudulent activity is detected.

(11) User access to the Services will be disabled when User Account is suspended, terminated or User’s subscription ends.

8. Beta Testing

Pocket Support reserves the right to establish pilot installations and test evaluation environments for the Platform amongst select Users (**‘Pilot Users’**). These Terms and our Privacy Policy will continue to apply to all Pilot Users.

9. Refunds from Providers

(1) As Pocket Support functions only as a facilitator in introducing the Participant and Representative to Providers and providing a system to make safe payment and facilitate Communications between Providers and Participants / Representatives, Pocket Support will not issue any refunds to the User for any payments made for the supply of NDIS services.

(2) Please directly contact the Providers you fulfilled your order with if you need to claim a refund. Each Providers on the Platform manages and processes their own orders which includes policies and procedures for cancellations, refunds and returns.

(3) When to reach out to Pocket Support:

Please contact our support team if the following applies to you:

- (a) you did not receive your service;
- (b) you did not receive the correct service, or your service/s did not fit your request;
- (c) you have not received a response from the Providers for a refund request after a period of seven (7) days or more; or

- (d) you wish to claim a refund in accordance with the Laws in circumstances where you have cancelled your subscription to this Platform.
- (4) The Participant and Representative understands and fully agrees that the final decision to issue a refund vest with the Providers.

10. Australian Consumer Law and the Statutory Guarantees

- (1) Pocket Support will manage the process with the Third Party Payment Provider to process refunds where required by and in accordance with the Australian Consumer Law for major failures ('**Major Failures**') and minor failures ('**Minor Failures**').
- (2) For example, a Major Failure occurs where you would not have bought the Services if you had known about the defect, the Services are significantly different to what was described, the Services are substantially unfit for their usual purpose or a purpose made known to you or the Services are unsafe. For major failures or major problems with the Services as defined under the Australian Consumer Law, you are entitled to a replacement or refund and compensation for reasonably foreseeable loss or damage.
- (3) If the Services fail to be of acceptable quality, and the failure does not amount to a Major Failure ('**Minor Failure**'), we are entitled an opportunity to fix the minor problem as long as this is within a reasonable period of time. If we cannot fix the Minor Failure, you are entitled to cancel the contract with us and obtain a refund for the proportion of the Services not already consumed at the time of the cancellation.

11. Copyright and Intellectual Property

- (1) The Platform, the Services and all of the related services of Pocket Support are subject to copyright. The material on the Platform is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Platform (including but not limited to text, graphics, logos, button icons, video images, audio clips, Platform, code, scripts, design elements and interactive features) or the Services are owned or controlled by Pocket Support and are reserved by Pocket Support or its contributors.
- (2) All trademarks, service marks and trade names are owned, registered and/or licensed by Pocket Support, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a User to:
 - (a) use the Platform pursuant to the Terms;
 - (b) copy and store the Platform and the material contained in the Platform in your device's cache memory;
 - (c) print pages from the Platform for your own personal and non-commercial use; and
 - (d) Pocket Support does not grant you any other rights whatsoever in relation to the Platform or the Services. All other rights are expressly reserved by Pocket Support.
- (3) Pocket Support retains all proprietary rights, title, and interest in and to the Platform and all related Services. Nothing you do on or in relation to the Platform will transfer any:
 - (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design, or copyright, or
 - (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (c) a thing, system or process that is the subject of a patent, registered design, or copyright (or an adaptation or modification of such a thing, system, or process).
- (4) You may not, without the prior written permission of Pocket Support and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show, or play in public, adapt, or change in any way the Services or third-party services for any purpose, unless otherwise provided by these Terms. This prohibition does not

extend to materials on the Platform, which are authorised by us as freely available for re-use or are in the public domain.

- (5) Where you broadcast, publish, upload, transmit, post, or distribute Your Content on the Platform, then you grant to Pocket Support a non-exclusive, transferrable, perpetual, royaltyfree, irrevocable, worldwide licence to broadcast, republish, up-load to a third party, transmit, post, distribute, show, or play in public, adapt, or change Your Content.

12. Platform Content

- (1) As a User, you agree and warrant that:
 - (2) you are solely responsible for any of Your Content you may post, upload, publish, submit, transmit or otherwise make available on or through the Platform and you are solely responsible for any of Your Content which you make available through the Services;
 - (a) you are the sole and exclusive owner of all Your Content you make available through the Services and otherwise have all rights, licenses, permissions, consents, releases, and approvals necessary to grant to Pocket Support the rights in Your Content, required pursuant to the Terms of this agreement;
 - (b) neither the Your Content nor your posting, uploading, publication, submission, or transmittal of the Your Content or Pocket Support' use of the Your Content (or any portion thereof) on, through or by means of the Services or otherwise will infringe, misappropriate, or violate a third party's patent, copyright, trade mark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation; and
 - (c) Pocket Support does not have any obligation to delete or return any Your Content to you after your User account is cancelled, including, but not limited to, any of your reviews or feedback and it is your responsibility to maintain backups of Your Content.
 - (3) Pocket Support strives to provide accurate and up-to-date material on this Platform, but we make no warranties or representations as to the accuracy or timeliness of any of Your Content for which you are solely responsible.

13. Privacy

- (1) In these Terms, 'Personal Information' has the meaning as defined in any applicable Privacy Laws. Privacy Laws means the Privacy Act 1988 (Cth) and *Privacy Amendment (Notifiable Information Breaches) Act 2017* as amended, consolidated or replaced;
- (2) If a User obtains Personal Information in the course of supplying or availing products or services under these Terms, the User must comply with its obligations under the Privacy Laws and not do any act or engage in any practice which would be a breach of the Australian Privacy Principles (APPs) as contained in the *Privacy Act 1988* (Cth).
- (3) Pocket Support takes your privacy seriously and any information provided through your use of the Platform and/or Services are subject to Pocket Support's Privacy Policy, which is available on the Platform.

14. General Disclaimer

- (1) Nothing in the Terms limits or excludes any guarantees, warranties, representations, or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- (2) Subject to this clause, and to the extent permitted by law:

- (a) all terms, guarantees, warranties, representations, or conditions which are not expressly stated in the Terms are excluded; and
 - (b) Pocket Support will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- (3) Use of the Platform and the Services is at your own risk. Everything on the Platform and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, and licensors of Pocket Support make any express or implied representation or warranty about the Services or any Services (including the Services of Pocket Support) referred to on the Platform. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration, or unauthorised access to records;
 - (b) the accuracy, suitability, or currency of any information on the Platform, the Services, or any of its Services (including third party material and advertisements on the Platform);
 - (c) costs incurred as a result of you using the Platform, the Services of Pocket Support;
 - (d) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Platform; or
 - (e) the Services or operation in respect to links which are provided for your convenience.
- (4) Pocket Support provides NDIS Assistive Technology (equipment, devices and technology to help people with disabilities) and does not provide healthcare, mental or physical care services. Any contracts for services are between the Providers and the Participant or Representative. Pocket Support is not a party to such contract. You agree that Pocket Support is not Medicare or a healthcare provider and is not liable for NDIS services obtained or purchased through the Platform.
- (5) User participates of its own free will in the Services and accordingly, knowingly, and voluntarily assumes all risks associated with the use of any content published or services provided through the Platform. Any information contained within the content is not intended to provide specific physical or mental health advice, or any other advice whatsoever, for any individual or business and should not be relied upon in that regard. Our Services are not a substitute for direct, personal, professional medical care and diagnosis. If, as a User, you have or suspect that you have a medical problem or impairment, contact your doctor or health care provider promptly or call 000 in the event of a medical emergency.
- (6) You acknowledge that Pocket Support is a marketplace and its Platform, and the Services are only intended to facilitate the interaction between the Participant and the Providers/Representative for the supply of NDIS services. Pocket Support does not vet the quality of services made available by the Providers through this website. As such, Pocket Support does not hold any liability for the quality of the services provided to the Participant/Representative by the Providers.
- (7) Pocket Support does not bear any liability for the conduct of its Users or the misuse of Your Content by any party (including other Users).

15. Limitation of Liability

- (1) To the fullest extent permissible at law, Pocket Support is not liable for any direct, indirect, punitive, incidental, special, consequential damages including without limitation any claims, losses, loss of profits, revenue, business, or goodwill arising out of or in any way connected with the provision of or failure to provide any services, or otherwise arising out of the provision of services, whether based on these Terms, negligence, strict liability or otherwise.
- (2) Except as otherwise required by law, Pocket Support's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- (3) You expressly understand and agree that Pocket Support, its affiliates, employees, agents, contributors, and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- (4) You acknowledge and agree that Pocket Support holds no liability for any indirect, incidental, special consequential or exemplary damages which may be incurred by you as a result of providing Your Content to the Platform.
- (5) This clause survives the termination or expiry of these Terms for whatever reason.

16. Termination of Contract

- (1) If you want to terminate the Terms, you may do so by providing Pocket Support with 28 days' notice of your intention to terminate by sending notice of your intention to terminate to Pocket Support via the 'Contact' link on our homepage.
- (2) Pocket Support may at any time, terminate the Terms with you for no cause or, if:
 - (a) you have breached any provision of the Terms or intend to breach any provision;
 - (b) Pocket Support is required to do so by law;
 - (c) Pocket Support is transitioning to no longer providing the Services; or
 - (d) the provision of the Services to you by Pocket Support is, in the opinion of Pocket Support, no longer commercially viable.
- (3) Subject to local applicable laws, Pocket Support reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Platform or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Pocket Support's name or reputation or violates the rights of those of another party.
- (4) When the Terms come to an end, all of the legal rights, obligations, and liabilities that you and Pocket Support have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations, and liabilities indefinitely.

17. Indemnity

- (1) You agree to indemnify Pocket Support, its affiliates, employees, agents, contributors, third party content Providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss, and damage (including legal fees on a full indemnity basis) incurred, suffered, or arising out of or in connection with your use of the Platform or Your Content;
- (b) any direct or indirect consequences of you accessing, using, or transacting on the Platform or attempts to do so; and/or (c) any breach of the Terms.

18. Dispute Resolution

- (1) **Compulsory.** If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).
- (2) **Notice.** A party to the Terms claiming a dispute ('**Dispute**') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.
- (3) **Resolution.** On receipt of that notice ('**Notice**') by that other party, the parties to the Terms ('**Parties** ') must:
 - (a) within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
 - (b) if for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by a person appointed by the Chair of Resolution Institute (ACN 008 651 232) or the Chair's designated representative and the Resolution Institute Mediation Rules shall apply to the mediation;
 - (c) the Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
 - (d) the mediation will be held in Queensland, Australia.
- (4) **Confidential.** All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.
- (5) **Termination of Mediation.** If 28 days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

19. Venue and Jurisdiction

The Services offered by Pocket Support is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Platform, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

20. Governing Law

The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted, and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

21. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

22. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of the Terms shall remain in force.

23. How to contact us

- (1) This Platform is owned and operated by Pocket Support Pty Ltd (ABN 54 668 738 994).
- (2) Our principal place of business is at PO Box 16, Caloundra Qld 4551, Australia.
- (3) You can contact us by email at the following address: mthompson@supportplusu.com.au

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