



**CONNECTED ADVANTAGE GROUP PTY LTD  
(TERMS OF SERVICE)**

**Please read these EzyTrade Terms of Service (Terms of Service) carefully. They apply to all users of the EzyTrade Platform, including Owners Corporations, Building Managers, Strata Managers and Residents (“Customer”).**

## **PARTIES**

Connected Advantage Group Pty Ltd ABN 97 659 088 383 of Level 5, 20 Bond Street, Sydney NSW 2000 (“Connected Advantage”, “our”, “we”, “us”) and Customer (“you”, “your”)

## **Acknowledgement**

- 1.1 The Parties jointly acknowledge that:
- (a) We do not provide Building Services.
  - (b) EzyTrade facilitates engagements by Customers with Approved Service Providers for the supply of Building Services;
  - (c) We do not undertake any Job Agreements other than through an Approved Service Provider;
  - (d) Any Building Services are provided by an Approved Service Provider to you and not by us;
  - (e) Any Building Services provided are subject to the Terms of Trade (as available at [Terms of Service \(connectedadvantage.com.au\)](https://connectedadvantage.com.au) and the applicable scope of the Job Agreement accepted by the Approved Service Provider

## **Managed Repair & Maintenance Network Programme**

- 2.1 Connected Advantage manages a repair and maintenance process, under its Managed Repair & Maintenance Network Program and through its network of Approved Service Providers, providing Customers with access to qualified trades for planned preventative maintenance, reactive maintenance, handy person work, major and minor Job Agreements, ad-Hoc Job Agreements, and related Job Agreements.
- 2.2 Access to the Managed Repair & Maintenance Network Program is through EzyTrade.
- 2.3 The EzyTrade solution comprises of the EzyTrade Platform and Services. We do not provide Building Services. EzyTrade facilitates engagements by Customers with Approved Service Providers for the supply of Building Services.
- 2.4 EzyTrade is only available to Customers who have entered this Terms of Service with us. A Customer Agreement comprises of:
- (a) Terms of Service; and
  - (b) The applicable Accepted Order(s) (including any addendums or annexures attached to an Accepted Order by us); or
  - (c) Any partnership entered between EzyTrade and Building Managers, Strata Managers, and Approved Service Providers. Job Offers are made to Approved Service Providers via the EzyTrade Platform and Approved Service Providers can accept the Job Offer and deliver on the Job Agreement.
- 2.5 Job Agreements are subject to the terms of Terms of Trade accepted by the Approved Service Provider and the applicable scope of the Job Agreement.
- 2.6 You can select your preferred Approved Service Provider(s) via EzyTrade. EzyTrade will endeavour to allocate Building Services requested by the Customer to such preferred Approved Service Provider(s) where they indicate that they are available to perform relevant Building Services. Where they are not available, EzyTrade will allocate the applicable Building Services to other Approved Service Providers.
- 2.7 EzyTrade will also endeavour to onboard any Customer preferred service provider as an Approved Service Provider, subject to such service provider satisfying the EzyTrade Panel Requirements and otherwise as determined by us in our sole discretion.

## **Reporting a building maintenance & repair issue**

- 3.1 We may provide you with EzyTrade Key Tags for distribution to each unit, townhouse, or other premises. You may distribute the EzyTrade Key Tags to all such premises and ensure that all occupants of the premises are in possession of EzyTrade Key Tags.
- 3.2 EzyTrade Signage should be prominently displayed around the common areas at your premises to encourage residents, owners and other individuals to report and request, via EzyTrade, building maintenance & repair identified in connection with the common areas that they consider require Building Services (each a Work Request).
- 3.3 EzyTrade Key Tags and EzyTrade Signage provided by us will include:
- (a) An EzyTrade website address and QR code that enables the issue of Work Requests via EzyTrade;
  - (b) A 1300 telephone number that enables the issue of Work Requests by telephone to the EzyTrade Call Centre;
  - (c) Where applicable, information about other methods to use to issue Work Requests to EzyTrade.

- (d) If the Platform and its functionality becomes unavailable or inoperable, you will have access via 1300 823 868 to request Building Services by telephone through the Call Centre.

#### **Invoicing and Payment**

- 4.1 Subject to the supply of Building Services to you by an Approved Service Provider, the Approved Service Provider will issue an invoice to us for the fees and charges payable for each completed Job Agreement (Service Provider Invoice).
- 4.2 For the avoidance of doubt, we acknowledge and warrant:
- (e) That you do not have any obligation to pay a Service Provider Invoice; and
  - (f) That the Approved Service Provider has irrevocably acknowledged in the Terms of Trade that you do not have any obligation to pay that Service Provider.
- 4.3 Following receipt of a valid Service Provider Invoice by us, we will promptly issue a corresponding invoice (Connected Advantage Invoice) to you that sets out:
- (a) The total amount payable by you to us for each completed Job Agreement plus any Facilitation Fee plus GST;
  - (b) Details of the applicable Approved Service Provider;
  - (c) Details of the applicable Building Services supplied; and
  - (d) We shall promptly pay the Service Provider the amount due.
- 4.4 You have an obligation to pay the Connected Advantage Invoice within 14 days of its issue date.

#### **Indemnity, Warranty and Undertaking Indemnity**

- 5.1 We indemnify you (to the maximum extent permitted by law), in the absence of your negligence, against:
- (a) All cost, loss, damage, and expense (including legal fees on a full indemnity basis) suffered by you or any of your employees or agents;
  - (b) All liabilities you may have to any third party in relation to, arising out of or in connection with a Job Agreements arising because of or in connection with any negligence of the Approved Service Provider, its employees, sub-contractors, sub-consultants, or agents;
  - (c) Loss of or damage to any property, including existing property in or upon which the Job Agreements are being carried out;
  - (d) Claims by any person against you or in respect of illness, personal injury or death or loss of or damage to any property, arising out of or because of the carrying out by the Approved Service Provider of the Job Agreements including where there has been any failure by any subcontractor or sub-consultant of the Approved Service Provider to take reasonable care.
  - (e) Claims arising out of labour or material liens, fees, commissions or other compensation claimed by the Approved Service Provider and/or any Approved Service Provider Representative or any third party because of any materials, works allegedly provided, performed or rendered by or for the Approved Service Provider and/or any Approved Service Provider Representative in connection with this Agreement (specifically including but not limited to claims made against you, your agents, employees, assigns and representatives because of liens or other claims of Approved Service Provider or its subcontractors or suppliers);
  - (f) Improper use, installation, handling, storage, or disposal of toxic or hazardous materials or waste, including but not limited to mould, lead, asbestos, or products containing mould, lead, or asbestos, as defined under any Applicable Laws.;
  - (g) The indemnity under this subsection shall include, but not be limited to, removal of such products or materials in accordance with the then current local, state, territory or Commonwealth Environment standards, equivalent regulations, or specified procedures as well as corrective measures.

#### **Warranty**

- 6.1 We further warrant and indemnify you against any loss you suffer arising from the non-existence or expiry of any permit, licence, certification accreditation or insurances policy as necessarily required by the Approved Service Provider to enter into a Job Agreement.

#### **Undertaking**

- 6.2 We undertake to:
- (a) Ensure that each Approved Service Provider will agree with the Terms of Trade (as available at [Terms of Service \(connectedadvantage.com.au\)](https://connectedadvantage.com.au)) before being appointed by us as an Approved Service Provider; and
  - (b) Maintain a record of all insurances and consents, authorities, permits, licenses, certificates, and accreditations required by law or otherwise necessary for the fulfilment of the Approved Service Provider's obligations under a Job Agreement and to ensure that they are kept current to

undertake a Job Agreement during and for any period in which it enjoys our approval as an Approved Service Provider.

### Intellectual Property Rights

- 7.1 Nothing in these Terms of Service constitutes or creates an assignment of any Intellectual Property Rights.
- 7.2 As between you and us, you own all Intellectual Property Rights in your Data on the Platform.
- 7.3 You licence us on a non-exclusive, non-transferable, royalty-free basis to use the Platform in accordance with this Agreement.
- 7.4 You may, with our approval or authorisation, use any of our trademarks, domain names, business names, company names, product names, service names, Software names or other marks.

### Force Majeure Events

- 8.1 We will have no liability for any failure to perform our obligations under this Agreement caused by a Force Majeure Event.

### Termination of these Terms of Services

- 9.1 Upon expiry of any agreed Initial Period or any Renewal Period, this Agreement will automatically extend for subsequent 60 day consecutive periods, (each, a Renewal Period), until and unless either party notifies the other party in writing that it wishes to terminate this Agreement with at least 60 days' notice prior to the expiry of the Initial Period or the then current Renewal Period (as applicable), in which case if such Notice is provided, the Terms of Service will terminate at the end of the Notice period.
- 9.2 You may terminate these Terms of Service for convenience by providing at least 60 days prior written notice to us.
- 9.3 The Parties may terminate these Terms of Service by written notice to the other party (the defaulting party) if the defaulting party commits a breach of these Terms of Service which is not remediable, or where the breach is capable of remedy the defaulting party fails to remedy the breach within fourteen (14) days of written notice from the other party requiring the breach to be remedied.
- 9.4 Either one of us may immediately terminate these Terms of Service without notice to the other party if the other party suffers an Insolvency Event.
- 9.5 If these Terms of Service are terminated for any reason:
  - (a) For the purposes of any Job Agreements in the process of being completed, the Job Agreements will be completed and the obligation for payment for the completed job will continue to be in force;
  - (b) You shall promptly return to us or destroy, at our option, all copies of our Confidential Information and Documentation in your possession or control; and
  - (c) You, your Users (including residents) shall cease to have any right to access the Platform.
- 9.6 Neither of us may terminate one or more parts of these Terms of Service without terminating the whole of these Terms of Service.

### Dispute Resolution

- 10.1 If a dispute arises between you and us out of or relating to these Terms of Service, any Job Agreement, any Connected Advantage Invoice or otherwise in connection with these Terms of Service (Dispute), each party to the Dispute must seek to resolve it strictly in accordance with the provisions of this clause 10. Compliance with the provisions of this clause 10 is a condition precedent to seeking relief in any court in respect of the Dispute, except as otherwise provided in this clause.
- 10.2 A party seeking to resolve a Dispute must notify the existence and nature of the Dispute to the other party (Notification). Upon receipt of a Notification, each party must refer resolution of the Dispute to their chief executives (or nominees).
- 10.3 Our Managing Director and your Chairperson (or a nominee) must meet in person or by audio visual means within 1 calendar month of the Notification to discuss the Dispute on a confidential without prejudice basis. If the Dispute has not been resolved within 2 calendar months of the Notification, then each party will be entitled to pursue such course of action as it determines.
- 10.4 This clause 10 will not prevent you or us from applying for urgent interlocutory relief from a court of competent jurisdiction at any time.

### Notices

- 11.1 All notices required or permitted to be made under these Terms of Service shall be in writing and may be:
  - (a) Delivered in person;
  - (b) Sent by registered post to the recipient's postal addresses identified in this Terms of Service; or
  - (c) Sent by email to the recipient's email.
- 11.2 Notice given under
  - (a) Subclause 11.1(a) shall be effective upon delivery.

- (b) Subclause 11.1(b) shall be deemed effective 6 business days after posting if posted domestically in Australia, or 20 business days after posting if posted to or from Australia from any other country; and  
Subclause 11.1(c) shall be deemed to have been given on the day on which it is transmitted if the sender receives a read or delivery receipt confirming delivery or receipt of the email or a reply to the email, otherwise 1 business day after transmission.
- 11.3 Any party may change its address for notice hereunder by giving 7 days' prior written notice to the other party.

#### General

- 12.1 Neither Party may assign our rights or novate our rights and obligations under these Terms of Service without the prior written consent of the other party (such consent not to be unreasonably withheld). Notwithstanding the foregoing provisions of this clause, we may assign our rights or novate our rights and obligations under these Terms of Service in connection with any merger, acquisition or restructure of our company or business.
- 12.2 You may not circumvent this Approved Service Supplier Agreement by engaging an Approved Service Provider to provide Building Services the subject of a Job Agreement independently of the Platform.
- 12.3 These Terms of Service, including the Terms of Trade (as available at [Terms of Service \(connectedadvantage.com.au\)](https://connectedadvantage.com.au)) are the entire agreement between the Parties and supersede all other proposals, arrangements or agreements between you and us about this subject matter.
- 12.4 Any provision of these Terms of Service that by their nature survive termination shall so survive termination of our agreement with you.
- 12.5 Our agreement with you is governed by the laws of New South Wales and each party submits to the exclusive jurisdiction of the courts located in the State of New South Wales and the courts of appeal from them in relation to any proceedings concerning or in connection with these Terms of Service.

#### Definitions and Interpretation

##### 13.1 Definitions

Words have the meanings given to them as herein. In addition, the following words have the following meanings, unless expressly agreed otherwise.

**Applicable Law** means any applicable legislation, rule of the general law, including common law and equity, judicial order or consent or requisition from, by or with any governmental agency in any applicable jurisdiction.

**Approved Service Provider** means a supplier of Building Services who has agreed to the Terms of Trade (as available at [Terms of Service \(connectedadvantage.com.au\)](https://connectedadvantage.com.au)) before being appointed by us as an Approved Service Provider and before we enter into this contract; and such Terms of Trade has not been revoked, suspended, altered, or terminated by us, or relinquished by the Approved Service Provider.

**Authoriser** means an individual or corporate entity that has been nominated in writing by you as being authorised by you to access the Platform and/or approve or reject Work Requests.

**Building Services** means repairs, maintenance, construction, engineering work and any other applicable building services.

**Call Centre** means the call centre that is available 24/7 operated by or on our behalf.

**Confidential Information** means our Confidential Information and includes our business affairs, financial affairs, business plans, price lists, strategies, technical operations, Intellectual Property Rights, the Documentation, and our financial position.

**Documentation** means any user manuals, technical specifications and other documentation, content, and materials (whether in written or electronic form and including any audio-visual content) provided by us in respect of the Platform.

**Facilitation Fee** means a fee that we charge for facilitating Building Services with an Approved Service Provider on your behalf.

**Force Majeure Event** means a circumstance beyond our reasonable control which results in our inability to observe or perform on time an obligation under this Agreement.

**GST** has the meaning given by the New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Insolvency Event** means when a party to this Agreement ceases to carry on business, is unable to pay its debts as and when they fall due or is deemed to be insolvent or bankrupt; or when a receiver or a liquidator or provisional liquidator or an administrator is appointed to that party.

**Intellectual Property Rights** means intellectual property rights in the Platform (including any Source Code and Object Code, databases and database structures incorporated into the Platform), all content made available in or via the Platform, the Documentation and output, all copyright, trademark rights, patent rights, and design rights, whether registered or unregistered, and all other rights to intellectual property in the Platform and all rights to enforce any of the foregoing rights.

**Job Agreement** means a Job Offer accepted by the Approved Service Provider on the Platform.

**Job Offer** means a job that is offered by an Approved Service Provider through the Platform.

**Managed Repair & Maintenance Network Program** means a program operated by us through a network of Approved Service Providers to provide property maintenance and repair services to you by trades who meet the Panel Requirements.

**Object Code** means Source Code in compiled or binary form.

**Onboarding Completion Date** means the date that an Approved Service Provider has met all Panel Requirements and is approved by you to receive Job Offers.

**Panel Requirements** means our minimum standards required for approval of a service provider as an Approved Service Provider and our minimum standards.

**Personal Information** has the meaning given in the Privacy Act 1988 (Cth).

**Platform** means the online platform made available to you or your Authoriser at [portal.ezytrade.com.au](http://portal.ezytrade.com.au).

**Privacy Policy** means the Privacy Policy at [connectedadvantage.com.au](http://connectedadvantage.com.au).

**Services** means any services that we make available via the Platform, but for the avoidance of doubt, does not include Building Services.

**Subscription Fee** means any annual amount agreed to be paid by the Customer.

**Subscription Period** means the period being an initial period of 12 months and automatically extended for subsequent 12-month consecutive periods (each, a Renewal Period) unless terminated prior with 60 days' notice.

**Source Code** means human readable computer code.

**Work Request** means a request for Building Services.

## 13.2 Interpretation

Unless the context requires otherwise:

- (a) A reference to "a party" is a reference to you or us as the context dictates and a reference to "the parties" is a reference to you and us.
- (b) Headings and underlining's are for convenience only and do not affect the construction of this the Terms of Service.
- (c) A provision of this Agreement will not be interpreted against a party because the party prepared or was responsible for the preparation of the provision, or because the party's legal representative prepared the provision.
- (d) Currency refers to Australian dollars.
- (e) A reference to a statute or regulation includes amendments thereto.
- (f) A reference to a subclause or paragraph is a reference to the subclause or paragraph in the clause in which the reference is made.
- (g) A reference to time is to time in New South Wales unless expressly specified otherwise.
- (h) A reference to a person includes a reference to an individual, a partnership, a company, a joint venture, government body, government department, and any other legal entity.
- (i) The words "includes", "including" and similar expressions are not words of limitation.
- (j) A reference to the singular includes the plural and vice versa.