

Lock Quick

Lock Quick Terms of Use

Lock Quick Pty Ltd ACN 684 285 050

1. Background

Thank you for visiting our Terms of Use (**Agreement**), we are Lock Quick Pty Ltd ACN 684 285 050 (**Lock Quick P/L, we, our, us** and other similar terms). We provide an online marketplace connecting Consumers with Locksmiths, known as Lock Quick (**Lock Quick**).

This Agreement outlines the terms and conditions associated with the use of Lock Quick. It is your obligation to ensure that you have read, understood and agree to the most recent terms available on our Website.

2. Agreement

2.1 Accepting this Agreement

By using Lock Quick, you agree to comply with and be bound by the terms and conditions of this Agreement. These terms govern your access to and use of Lock Quick. If you do not agree to these terms, you have no right to obtain information, use our services or otherwise continue using Lock Quick.

These terms are binding on any use of Lock Quick. You must not use Lock Quick if you are not able to form legally binding contracts or are under the age of 18. If you create an Account on behalf of your employer or any other entity, you warrant you hold authority to enter into this Agreement on behalf of that entity and that the entity will comply with the obligations contained herein.

2.2 About this Agreement

Throughout the Agreement we use some capitalised words and phrases, like the word Agreement. These capitalised words and phrases are defined throughout this Agreement or in clause 15 and aid to clarify the terms and conditions. Please feel free to email us at contact@lockquick.com.au if you have any other questions relating to this Agreement.

3. Licence

Subject to clause 7 (App Marketplace Providers), we grant you a non-transferrable, non-exclusive, non-sublicensable, worldwide, royalty free and revocable licence to use Lock Quick, on the terms contained in this Agreement (**Licence**). The Licence to use Lock Quick is subject to and conditional upon your compliance with the terms of this Agreement.

4. User Account

4.1 Creating an Account

You acknowledge and agree that to access Lock Quick, you are required to provide us with personal information and create an Account with us.

You agree to provide any information reasonably requested by us for the purpose of setting up your Account and operating Lock Quick. You warrant that all of the information you provide to us is accurate and complete in all respects; you will inform us by updating your Account details whenever any such information changes; and you will not provide false or misleading information.

4.2 Account permissions

You agree not to request or allow another person to create an Account on your behalf, for your use, or for your benefit, except that an authorised employee or agent may create an Account on behalf of your business. You also agree not to disclose your Account security credentials to another person or permit them to access your Account on your behalf. You are responsible for the activities undertaken using your Account which occur via Lock Quick, whether such activities are authorised by you or not.

5. Lock Quick

5.1 Content, user profiles and hyperlinks

The locksmith service listings, profiles and other content on Lock Quick is largely produced by Users and not us. It is to be used or relied on at your own risk. We make no warranty or representations as to the accuracy of the content of other Users.

Lock Quick may contain hyperlinks and other pointers to websites operated by third parties. We do not control these third party websites and are therefore not responsible for the hyperlinks, information or downloads available on them. You visit third party websites entirely at your own risk.

Where we provide hyperlinks, we do so only for your convenience and do not indicate, expressly or implicitly, any endorsement, sponsorship or approval by us of the content on the third party website.

5.2 Support

While you maintain a valid Account, we will provide support to assist you with technical issues which arise from the use of Lock Quick. Support is available via contact@lockquick.com.au.

5.3 Lock Quick accessibility

You acknowledge and agree that Lock Quick requires access to the internet and will not function as anticipated without internet access.

Lock Quick operates using third party cloud infrastructure and telecommunication services (**Third Party Infrastructure**). From time to time, Lock Quick may become inaccessible or unavailable. We neither control nor are we liable for faults in Third Party Infrastructure nor the consequences which arise from such faults.

5.4 Updates to Lock Quick

We reserve the right to update, upgrade, maintain, tune, backup, amend, add to or remove content from, redesign, improve, take offline (temporarily or permanently) or otherwise alter Lock Quick at our sole and absolute discretion. From time to time, without notice, access to all or part of Lock Quick may be disrupted or limited. During such an interruption, we will use reasonable endeavours to restore access to Lock Quick as soon as practicable.

To the maximum extent permitted at law, we are not liable for any loss, foreseeable or not, arising from any interruption to Lock Quick, whether planned or not, and any such temporary interruptions will not constitute a breach of this Agreement.

6. Your use of Lock Quick

6.1 Accessing Lock Quick

In order to make full use of the mobile application version (as and when it becomes available) of Lock Quick you must allow your device access to that device's data connectivity, email, address book, SMS, location services, storage and phone services.

6.2 Lawful use of Lock Quick

You undertake not to provide locksmith services or upload, store or access any data on Lock Quick if such access, storage or provision of services would infringe a person's Intellectual Property right, breach any privacy law or breach any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, or a State or Territory of Australia).

6.3 Notifications

We provide facilities whereby you may set up notifications so that you are aware of activity on Lock Quick relevant to you. By using Lock Quick, you consent to us providing relevant notifications via electronic messaging systems. You are solely responsible for configuring and disabling notification options made available to you.

6.4 Prohibited conduct

You must not:

- (a) use an Account unless you have the express authority of the Account holder;
- (b) use automated means to upload content, log in or attempt to log into an Account, download or otherwise access Lock Quick in any way other than by features we make available to you;
- (c) attempt to gain unauthorised access to or impair any aspect of Lock Quick;
- (d) in any way tamper with, hinder or modify Lock Quick;
- (e) provide false or misleading information your profile and service description including if you are a Locksmith by offering or listing services which you do not have a license to provide;
- (f) use any screen capture, data mining, robot, crawler or similar data gathering, reproduction or data extraction tools to collect information from Lock Quick for any purpose including the sending of unsolicited emails, soliciting our or another User's customers or duplicating the content of Lock Quick;
- (g) knowingly transmit any viruses or other disabling features to or via Lock Quick;
- (h) intentionally disable or circumvent any protection or disabling mechanism related to Lock Quick;
- (i) install or store any software applications, code or scripts on or through Lock Quick;
- (j) collect or collate any data from Lock Quick for the purposes of commercialising that data;
- (k) use Lock Quick in any way which could be reasonably expected to interfere with or damage our network, any other operator's network, or another User's enjoyment of Lock Quick; or
- (l) attempt any of the above acts or facilitate or assist another person to do any of the above acts.

6.5 Right to suspend

We reserve the right to limit or suspend all or part of your access to Lock Quick and alter your Account information, if in our reasonable opinion:

- (a) you are in breach a material term of this Agreement;
- (b) you are making misleading or deceptive statements via Lock Quick;
- (c) your Account information is incomplete;
- (d) your Account is not used for a period of greater than 12 months; or
- (e) we suspect a security breach associated with your Account.

Suspending your Account will not constitute a breach of this Agreement by us.

7. App Marketplace Providers

The Lock Quick mobile applications are available from Google Play and the Apple App Store (**App Marketplace Providers**).

This Agreement is between us and you only. We, and not the App Marketplace Provider, are responsible for Lock Quick, and we are solely responsible for:

- (a) its support and maintenance;
- (b) the investigation, defence, settlement and discharge of any claim which relates to an infringement of third-party Intellectual Property rights arising from the use of Lock Quick; and
- (c) any claim Lock Quick fails to conform to any applicable legal or regulatory requirement, including product liability claims and claims arising under consumer protection laws.

The App Marketplace Provider's liability to you is limited to the refund of the purchase price of Lock Quick and any other remedies under consumer protection law. Your right to use Lock Quick is non-transferable and non-sublicensable, except to the extent the App Marketplace Provider permits family sharing or like sharing arrangements.

The App Marketplace Provider may monitor your use of Lock Quick and is entitled to enforce the terms of this Agreement against you. You agree to submit to their legitimate enforcement activities.

If there is any inconsistency between this Agreement and the application use rules set out in the App Marketplace Provider's terms of service, their terms of service will prevail to the extent of the inconsistency.

You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and you are not listed on any U.S. Government list of prohibited or restricted parties.

8. Limitation of liability

8.1 Implied conditions

This clause 8 must be read subject to any guarantee, condition or warranty (such as the consumer guarantees implied by the *Competition and Consumer Act 2010* (Cth)), which cannot by law be excluded (**Non-Excludable Conditions**).

We exclude all implied guarantees, conditions and warranties from this Agreement except any Non-Excludable Conditions.

8.2 Limitation of liability

Subject to the Non-Excludable Conditions, we exclude all other liability for any costs, including consequential losses, suffered or incurred directly or indirectly by you in connection with this Agreement, including:

- (a) Lock Quick being temporarily inaccessible for any reason that is beyond our control;
- (b) incorrect, corrupt or lost data;
- (c) any computer virus, trojan and other malware in connection with Lock Quick;
- (d) security vulnerabilities in Lock Quick or any breach of security that results in unauthorised access to, or corruption of data;
- (e) the actions or inactions of, or any dispute arising between Users of Lock Quick;

- (f) any loss or damage to property, personal injury or death arising directly or indirectly in connection with this Agreement or agreement between Users;
- (g) the occurrence of an Event of Force Majeure; or
- (h) your use of or reliance on Lock Quick for a purpose other than its reasonably expected purpose.

8.3 Limits to liability associated with goods and services

To the fullest extent possible under the law, we limit our liability for any breach to: in the case of goods, the re-supply of the goods or payment of the cost of the re-supply of the goods or the replacement or repair of the goods or payment of the cost of replacement or repair of the goods; and in the case of services, the resupply of the services or the payment of the cost of having the services resupplied.

8.4 Indemnity

You indemnify us against all costs suffered or incurred by us, however caused, arising wholly or partially, whether directly or indirectly arising from your infringement of any third party Intellectual Property rights; any interactions or contracts you form with other Users of Lock Quick; or your breach of any law associated with this Agreement.

8.5 Contribution

Neither party will be liable to the other whether in contract, tort (including negligence) or otherwise in connection with this Agreement, for loss or damage to the extent that the other party (or the other party's personnel) contributed to the loss or damage.

9. Warranties

Subject to the Non-Excludable Conditions, we make no warranties or guarantees that Lock Quick is fault free, regarding its fitness for any particular purpose or regarding your access to, or the results of your access to Lock Quick, including its correctness, accuracy, timeliness, completeness, reliability or otherwise.

10. Intellectual Property and User Content

10.1 Intellectual Property

For the purpose of this Agreement, intellectual property means all present and future rights conferred by statute, common law or equity (and all moral rights) in or in relation to business names, domain names, circuit layouts, computer code, confidential information, copyright, designs, formulas, inventions, knowhow, patents, trade marks, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right (**Intellectual Property**).

We warrant we own or have a licence to use the Intellectual Property in Lock Quick.

You warrant you will not do any of the following, or permit any person over whom you have effective control over, to:

- (a) copy or reproduce, or create an adaptation or translation of, all or part of Lock Quick in any way, except to the extent that reproduction occurs automatically through its ordinary use;
- (b) incorporate all or part of Lock Quick in any webpage, site, application or other digital or non-digital format;
- (c) sell, license, sublicense, lease, rent, distribute, disclose, permit access to, or transfer to any third party, whether for profit or without charge, any portion of Lock Quick on any medium; or

- (d) directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, content, architecture, or algorithms contained in Lock Quick.

10.2 User Content

When you provide us with content, including, without limitation, details of the locksmith services you seek or provide and any other information, text, photos, images and/or materials (**User Content**), your User Content stays yours. This Agreement does not transfer ownership of User Content to us.

When you provide User Content, you grant us a non-exclusive, worldwide, perpetual, royalty-free, sublicensable, transferable right and license to use, host, store, reproduce, modify, create derivative works of (such as those resulting from translations, adaptations or other changes we make so that User Content works better with Lock Quick), communicate, publish, publicly display, publicly perform and distribute User Content for the purposes of allowing us to provide, improve, promote and protect Lock Quick. You waive any claims against us relating to any moral rights or similar rights worldwide that you may have in the User Content.

You represent that you own all rights including Intellectual Property rights to your User Content or otherwise have (and will continue to have) all rights and permissions to legally use, share, display, transfer and license your User Content, to the extent that it is used within Lock Quick.

While we reserve the right to take down any User Content which is in breach of this Agreement, you acknowledge and agree we are not required to monitor User Content, nor are we responsible for it.

It is entirely your responsibility to keep copies of any User Content uploaded to Lock Quick and you must not rely on us storing copies for you.

10.3 Prohibited content

You undertake, and it is a condition of this Agreement, that you and your authorised Users do not upload any User Content:

- (a) unless you have the express permission of the person to whom that User Content relates;
- (b) if the submission of that content infringes any third party intellectual property rights;
- (c) which is false, misleading or otherwise deceptive in any way;
- (d) which is improper, harmful, threatening, defamatory, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, hateful or otherwise objectionable;
- (e) containing any computer virus or malicious code;
- (f) that is likely to offend, insult or humiliate based on race, religion, ethnicity, gender, age or sexual orientation; or
- (g) any other content which we deem inappropriate, acting reasonably.

11. Privacy

You agree and consent to us handling your personal information in accordance with our privacy policy. We may amend our privacy policy in our sole discretion. If we amend our privacy policy, we will post the new version on our Website.

Where you engage with another User of Lock Quick, you authorise us to share your personal Information and User Content with such other Users as would be reasonably expected with reference to the type of interaction you have with them.

12. Dispute Resolution

A party claiming a dispute has arisen under this Agreement (**Dispute**) must give written notice to the other party specifying the nature of the Dispute. The parties must submit themselves to the dispute resolution procedure set out in this clause 12 before commencing any legal proceedings.

If the parties cannot resolve the Dispute between themselves within 30 days then either party may require the Dispute to be referred for mediation. The mediation must be undertaken in accordance with the Resolution Institute Mediation Rules, within the jurisdiction of the Agreement and, unless otherwise agreed between the parties, using a mediator nominated by the Resolution Institute. If the Dispute is not resolved within 30 days of the mediation commencing either party may commence proceedings in respect of the Dispute.

Each party must pay its own internal and legal costs in relation to complying with this clause 12. The mediator's costs are to be shared equally.

The parties acknowledge and agree this clause 12 does not apply to the recovery of any debt or prevent a party from instituting proceedings for the purposes of seeking urgent injunctive or similar interim relief from a court.

13. Termination

13.1 Termination generally

Either party may end this Agreement immediately if the other party materially breaches this Agreement.

We may end this Agreement immediately if we cease to provide Lock Quick or your Account remains suspended for a period of more than 30 days.

13.2 Actions upon termination

Upon termination: you must immediately stop using Lock Quick; we reserve the right to permanently erase any data or User Content associated with your Account; and you will no longer have access to your Account. You are solely responsible for the extraction of your data or User Content from Lock Quick prior to termination.

14. General

Assignment – Neither party may assign, encumber, declare a trust over or otherwise create an interest in their rights in this Agreement without the other party's consent, which must not be unreasonably withheld.

Entire agreement - This Agreement sets out all the parties' rights and obligations relating to the subject matter of the Agreement, and it supersedes all previous agreements or understandings between the parties in connection with the relevant subject matter.

Event of Force Majeure - The parties' obligations, other than an obligation to pay Fees, under this Agreement are suspended for the duration of and to the extent they are affected by an Event of Force Majeure.

Governing law - This Agreement is governed by and is to be construed in accordance with the laws of Queensland, Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of courts exercising jurisdiction there.

Notices - The parties agree all notices, disclosures and other communications that are provided in accordance with this clause, satisfy any legal requirement that such communications be in writing. Any communication under or in connection with this Agreement which we send to you, will be sent to you via a mobile application push notification or the email address provided to us in your Account. By accepting these terms, you give your consent to receive communications from us by email and push

notifications. Your notices to us should be directed to contact@lockquick.com.au or sent via the facilities made available to you on our Website.

Relationship of the parties - Nothing in this Agreement is intended to create any partnership, joint venture, agency or employment relationship between the parties.

Survival – Clauses 7, 8, 10, 12 and any other clause in this Agreement which is expressed to survive or by its nature survives, will survive termination or expiry of this Agreement for any reason.

Severance - If anything in this Agreement is unenforceable, illegal, or void then it is severed, and the rest of this Agreement remains in full force and effect.

Variations to this Agreement - We may vary this Agreement at any time by posting the new Terms of Use on our Website. The Terms of Use come into effect after 60 days for Consumers, and immediately after the end of the then current Subscription Period for Locksmiths. If you do not accept the terms of the variation, you may terminate this Agreement in accordance with the Termination Clauses.

15. Definitions

Account means the username and security credentials used to access Lock Quick.

Commission means the commission we are entitled to be paid by a Locksmith as set out in the selected Subscription Package on our Website, for each job secured through Lock Quick between a Consumer and that Locksmith.

Consumer means a User seeking locksmith services via Lock Quick.

Event of Force Majeure means an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, health epidemic, industrial action or labour disturbance, currency restriction, embargo, action or inaction by a government, a failure of a supplier, public utility or common carrier or computer disruption due to the effects of a computer virus, trojan, malware, a ransomware attack or other malicious code.

Fees mean both the Subscription Fee and Commission.

Intellectual Property takes its meaning from clause 10.1.

Locksmith means a User holding a subscription to Lock Quick to provide professional locksmith services to Consumers.

Subscription Fee means the periodic price for any Subscription Package, as set out on our Website.

Subscription Package means any subscription packages available to Locksmiths, as advertised on our Website from time to time.

Subscription Period means the term of a Subscription Package as set out in the details of that Subscription Package.

Term takes its meaning from Schedule 1 clause 1.1 in the case of Locksmiths, and Schedule 2 clause 1 in the case of Consumers.

Termination Clauses mean clause 13 and in the case of Locksmiths Schedule 1 clause 5, and in the case of Consumers, Schedule 2 clause 4.

Third Party Infrastructure takes its meaning from clause 5.3.

User means any person accessing or otherwise using Lock Quick.

User Content takes its meaning from clause 10.2.

Lock Quick

We, our, us or other similar terms means Lock Quick Pty Ltd ACN 684 285 050.

Website means the site located at www.lockquick.com.au and any of its subdomains.

You , your or other similar terms mean the person who is entering into this Agreement with us.

Schedule 1 Locksmith Terms

If you are a Locksmith using Lock Quick then you acknowledge and agree to the following terms in this schedule.

1 Agreement and Term

1.1 Term

The Term of this Agreement will commence when you create an Account for Lock Quick (**Term**) and will continue for the Subscription Period or until the date of termination of this Agreement in accordance with the Termination Clauses.

1.2 Renewal

If this Agreement is not terminated in accordance with the Termination Clauses prior to the expiry of the then current Subscription Period, this Agreement will automatically renew for a period equal to the current Subscription Period.

1.3 Fees and Payment

You agree to pay the Subscription Fee at the time of you enter into or renew this Agreement with us.

You acknowledge and agree we are entitled to retain the Commission for each locksmith job secured through Lock Quick between Users. To the extent any job is secured between Users and we are unable to collect the Commission, we may invoice you for the Commission amount and you agree to pay our validly rendered invoice within 30 days of the invoice date.

All Fees are inclusive of GST unless expressed otherwise.

You are solely responsible for providing evidence of being tax exempt before any supply is made on a tax exempt basis.

If a supply made under or in connection with this Agreement is a taxable supply, the consideration for the supply is increased by an additional amount equal to the amount of that consideration, multiplied by the relevant GST rate.

Unless otherwise stated in this Agreement, if a party is entitled to be reimbursed or indemnified by another party for an expense, claim, loss, liability or cost incurred in connection with this Agreement, the reimbursement or indemnity payment must include any GST component of the expense, claim, loss, liability or cost for which an input tax credit may be claimed.

2 Account approval

You must hold and maintain valid locksmith certifications/ licences as required by the relevant state or territory laws in Australia. Proof of certification must be submitted during the Account registration process.

Creating an Account constitutes an offer to enter into this Agreement with us. We are under no obligation to accept the offer and we may refuse the Account in our absolute discretion.

You must notify us immediately and make the necessary amendments to your profile if your locksmith certifications / licenses lapse or are otherwise revoked.

3 Our rights and obligations

3.1 Not a party

You acknowledge that we are not a party to the relationship or any dealings between you and any Consumer. Our role is solely to facilitate transactions between Users. Without limitation, you are solely responsible for:

- (a) determining the suitability of a Consumer before entering into a contract with them;
- (b) negotiating, agreeing to, and executing any terms or conditions of the contract you have with a Consumer;
- (c) complying with the obligations of any contract you have with a Consumer; and
- (d) complying with any legal obligations you have in relation to the provision of locksmith services via Lock Quick including any locksmith licensing, consumer, privacy or any other law.

3.2 No guarantees

We do not verify any feedback, reviews or information provided by Consumers about Locksmiths, or undertake any due diligence, vet or otherwise perform background checks on Consumers.

3.3 Refunds

We only provide refunds in accordance with the Australian Consumer Law. You acknowledge and agree that upon completion of the transaction between yourself and the Consumer we are entitled to the Commission. We are under no obligation to refund the Commission associated with a transaction simply because you were required to refund the locksmith service price to the Consumer.

4 Privacy

The parties acknowledge and agree that they will:

- (a) notify the other party of any unauthorised access, use, modification, disclosure or other misuse of any Personal Information of a Consumer that may be collected or accessed in connection with this Agreement as soon as practicable after becoming aware of such activity; and
- (b) provide reasonable assistance to the other party in the investigation, assessment and containment of any data breach associated with this Agreement.

Certain features of Lock Quick may allow you to make information publicly available, you are solely responsible for reviewing and confirming the information prior to making it publicly available. When you make such information publicly available, you do so solely at your own risk.

5 Termination of Locksmith Accounts

If you have a Locksmith Account for Lock Quick, either party may terminate this Agreement for any reason by providing the other party with notice in writing. Termination will then take effect at the end of the then current Subscription Period.

We may terminate this Agreement with you if we discover you are offering services which you are not authorised to provide.

Schedule 2 Consumer Terms

If you are a Consumer using Lock Quick then you acknowledge and agree to the following terms in this schedule.

1 Term

The Term for this Agreement begins when you first access Lock Quick and continues until you cancel your Account or this Agreement is terminated in accordance with the Termination Clauses (**Term**).

2 Transactions between you and Locksmiths

You acknowledge and agree:

- (a) we only facilitate introductions between Users and we are not a party to the relationship, agreement or any dealings between you and any other User of Lock Quick;
- (b) we provide you with a platform whereby you can engage directly with the Locksmith via Lock Quick;
- (c) we are not liable for any interactions or locksmith services provided by a Locksmith, including any failure to comply with applicable laws, regulations or professional standards;
- (d) we may undertake due diligence, vet or otherwise perform background checks on Locksmiths, however Consumer must rely on such information at their own risk; and
- (e) we do not advertise the services ourselves nor are we the agent of the Locksmith, therefore, our capacity to act is limited where a dispute arises between you and a Locksmith.

3 User Content

You acknowledge we are under no obligation to review the User Content on Lock Quick and that in some cases that information may be mislabelled, misleading, offensive or inaccurate. Consumers are solely responsible for ensuring the accuracy of User Content and identity of any Locksmiths before engaging them.

Misleading, illegal or offensive User Content can be reported to us via email to contact@lockquick.com.au.

4 Termination of Consumer Accounts

If you have a Consumer Account for Lock Quick, we may terminate this Agreement for any reason by providing you with 30 days advance written notice and you may terminate this Agreement immediately at any time by closing your Account or notifying us in writing.