

appruvi

Employer Supplementary Terms of Use

1 Application

These Employer Supplementary Terms of Use (**Supplementary Terms**) apply in addition to the [General Terms of Use](#) that apply to the site www.appruvi.com (**Website**) as owned and operated by TAC Global Pty Ltd ACN 605 075 447 (**we, us, our**). These Supplementary Terms specifically apply to your use of the Website and the services that we provide to you via our Website as described in clause 2 (**Services**).

2 Our Services

2.1 The Services that we provide are:

- (1) providing a facility to allow your employees and contractors to link their accounts on our Website with your corporate account;
- (2) providing a corporate account portal that allows you to monitor and review the status of any rental applications made by your employees or contractors that have been linked to your corporate account;
- (3) providing a facility to allow you to create tenant accounts on behalf of your employees and contractors (including to pay any applicable fees for our provision of our services to your employees and contractors); and
- (4)
- (5) Should your employees or contractors create their own tenant account they can't link the payment of this to your account, they must pay for the account upon creation, should they require reimbursement from the company, this will need to be an arrangement outside apprui between employees / contractor and employer.

2.2 By providing our Services to you, we are not obliged to (and we do not represent or warrant that we will) locate any rental property suitable for your employees or contractors.

3 Our Fees

3.1 Our fees for providing our Services to you is specified on the [corporate member registration](#) page (**Service Fee**). At the time of creation of your account on the Website, you must elect to pay the Service Fee by:

- (1) credit card, in which case you must provide your credit card details where requested and our payment service processor will debit the Service Fee from the credit card that you provide; or
- (2) on account, in which case we will issue an invoice to you for the Service Fee, which you must pay in full within 30 days. You may pay the Service Fee by any method described in the invoice. A credit / account application must be completed and approved by apprui before an account arrangement can be entered into.

3.2 Despite anything else in these Supplementary Terms, we will have no obligation to provide our services to your employees or contractors until such time as the Tenant Fee is paid in full by you.

- 3.3 Our Fee is inclusive of all taxes, if applicable. Where Australian GST would be payable in respect of any fees for our Services, clause 4 will apply.

4 Goods and services tax for Australian transactions

- 4.1 In this clause 4:

- (1) **GST** means GST as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended (**GST Act**) or any replacement or other relevant legislation and regulations; and
- (2) words or expressions used in this clause which have a particular meaning in the **GST law** (as defined in the GST Act), any applicable legislative determinations and Australian Taxation Office public rulings, have the same meaning, unless the context otherwise requires.

- 4.2 This clause 4 will only apply where the supply made by us under this Agreement is a taxable supply.

- 4.3 AUD quoted prices are GST is included, the consideration to be paid or provided under any other clause of this Agreement for any supply made under or in connection with this Agreement does include GST.

- 4.4 A party's right to payment under clause Error: Reference source not found is subject to a valid tax invoice being delivered by the supplier to the recipient of the taxable supply.

5 Warranties

5.1) In consideration of our provision of our Services to you, you represent and warrant to us that:

- (1) **you are a registered business / company in the State/s and/or Territory/ies in which you operate and that you otherwise comply with (and will continue to comply with) all applicable laws relating to operating a business / company; and**

- 5.2 You indemnify us, our officers, employees, agents and contractors (together Our Parties) against:

- 5.3 all losses incurred by Our Parties;

- 5.4 all liabilities incurred by Our Parties (including in relation to third party claims made against Our Parties howsoever arising), including any fines or penalties imposed on any of Our Parties); and

- 5.5 all costs actually payable by Our Parties to their own legal representatives (whether or not under a costs agreement) and other expenses incurred by Our Parties in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal),

- 5.6 in connection with a breach by you of any of the warranties given by you in clause 5.1.

- (2) **You are responsible for you and your employees with the security of apprui website and data base information., as well as any unauthorised access to clients information, breach of all applicable laws relating to unauthorised access and use of information.**

6 Additional Termination Rights

- 6.1 Without limiting any rights we may have under the [General Terms of Use](#), we may immediately terminate these Supplementary Terms and your right to use and access the Website if you fail to pay any Service Fee or Tenant Fee within 14 days of the due date for payment of that fee.
- 6.2 You acknowledge that if you fail to pay any Tenant Fee within 14 days of the due date for payment of that fee, then we may also terminate our agreement with your employee or contractor whose Tenant Fee you have not paid.
- 6.3 You, your employee or contractor breach any of the warranties given to us that the Tenant Information that has been provided provide to us is accurate, genuine, complete, up-to-date and is not misleading, deceptive, fraudulent or otherwise false in any way. (and your Fee will not be refunded in such circumstances).
- 6.4 You, your employee or contractor have not completed and lodged the personal information component of your application within 12 months of registering or after 6 months of your personal information component of your application being processed and approved by apprui.
- 6.5 We may also immediately terminate these Supplementary Terms and cancel your account on the Website if:
- 1) a check of your, your employee or contractors rental history in accordance with clause 3.4 reveals that you have a negative tenancy history (as determined by us in our sole discretion); or
 - 2) you, your employee or contractors provide false or fraudulent information (including about your tenancy history),
 - 3) and your Fee will not be refunded in such circumstances.
- 6.6 If we terminate these Supplementary Terms, the [General Terms of Use](#) to survive termination) will survive such termination and will continue in full force and effect.