

appruvi

Relocation Agent Supplementary Terms of Use

1 Application

These Relocation Agent 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 to you to review the status of any rental applications for any of your clients who have registered a tenant account on our Website and are using our services in connection with applications for rental properties;
- (2) providing a facility to allow you to create tenant accounts on behalf of your clients (including for you to pay any applicable fees for our provision of our services to your clients); and
- (3) subject to your client, being a tenant, employer, employers employee or contractor providing you with an authorisation link, providing you access to certain documents, materials and other information that clients yours who have registered a tenant account on our Website have provided to us (**Tenant Information**).
- (4) Should your clients, 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 or you the relocation agent, this will need to be an arrangement outside appruvi, between yourselves / 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 properties for your clients who have registered a tenant account on our Website.

3 Referrals

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3.1 If you have registered an account on our Website, we may (but are not obliged to) refer tenants who register an account with us but who do not have a relocation agent to you as potential clients.

3.2 If we refer a potential client to you, you are solely responsible for informing that potential client of the services that you can provide, the fees you charge and for negotiating and entering into an agreement for the provision of your relocation services to that potential client. By referring a potential client to you, we assume no responsibility for the payment to you of any fees by the person(s) that we refer to you and appruvi receives no referral fee.

4 Our Fees

- 4.1 Our fees for providing our Services to you is specified on the [relocation agent 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.
- 4.2 If you create a tenant account on behalf of your client, you agree to pay the applicable fees for our provision of our services to them (**Tenant Fees**). You must elect to pay the Tenant Fee by:
- (1) credit card, in which case you agree that the credit card details you provided at the account registration stage may also be used by us to pay any Tenant Fees and our payment service processor will debit the relevant Tenant Fees from that credit card; or
 - (2) on account, in which case we will issue an invoice to you for any Tenant Fees, which you must pay in full within 30days. You may pay the Tenant Fees by any method described in the invoice.
- 4.3 Despite anything else in these Supplementary Terms, we will have no obligation to provide our services to your clients employees or contractors until such time as the Tenant Fee is paid in full by you.
- 4.4] Our Fee is inclusive of all taxes, if applicable. Where Australian GST would be payable in respect of any fees for our Services, clause 5 will apply.

5 Goods and services tax for Australian transactions

- 5.1 In this clause 5:
- (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.
- 5.2 This clause 5 will only apply where the supply made by us under this Agreement is a taxable supply.
- 5.3 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.
- 5.4 A party's right to payment under clause is subject to a valid tax invoice being delivered by the supplier to the recipient of the taxable supply.

6 Warranties

- 6.1) 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
 - (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.
- 6.2) You indemnify us, our officers, employees, agents and contractors (together Our Parties) against:
- (1) all losses incurred by Our Parties;
 - (2) all liabilities incurred by Our Parties (including in relation to third party claims made against Our Parties how so ever arising), including any fines or penalties imposed on any of Our Parties); and
 - (3) 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),in connection with a breach by you of any of the warranties given by you in clause 6.1.

7 Additional Termination Rights

- 7.1 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.
- 7.2 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 client whose Tenant Fee you have not paid.
- 7.3 You, your clients, employee or contractor breach any of the warranties given to us that the Tenant Information that has been provided 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).
- 7.4 You, your clients, 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.
- 7.5 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 clients, employee or contractors provide false or fraudulent information (including about your tenancy history),
 - (3) and your Fee will not be refunded in such circumstances.
- 7.6 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.