

# Terms & Conditions

These terms and conditions (**Terms and Conditions**) apply to any use of the Platform by any user of the Platform, whether registered or not and to the extent applicable. All users of the Platform must read these Terms and Conditions before using the Platform and by proceeding to use the Platform are deemed to have unconditionally accepted these Terms and Conditions. These Terms and Conditions and the Registration completed by Users or Suppliers form a legally binding agreement between Desimodelsonline and the User or Supplier (as the case may be).

## 1. Definitions Agreement

means these Terms and Conditions, the Privacy Policy, the Registration, any Supplier Proposal and any other commercial agreement entered into between Desimodelsonline and Users or Suppliers.

Desimodelsonline means Desimodels (ABN 16514018402) of 4 Aylward Ave, Thomastown, Vic 3023.

**Information** means all information, content, documents, material, data, files, pictures, images, graphics, audio, text, comments, reviews, ratings and any other information in any form displayed or uploaded on the Platform, whether by Desimodelsonline, Users, Suppliers or any third-party.

**Platform** means the Desimodelsonline website, mobile website, mobile application (app), any associated or inter-Platform communications (e.g. emails, internal messages etc.) and any software relating to the foregoing, and any hypertext links linking to external sites (if any), from which the Services are provided by Desimodelsonline. The Platform is owned, controlled, managed, maintained and hosted by Desimodelsonline.

**Privacy Policy** means Desimodelsonline Privacy Policy from time to time, as accessed via the Platform.

**Services** means the services provided by Desimodelsonline, specifically providing an online marketplace for the purpose of facilitating introductions and interactions between Users and Suppliers for various products and services on the Platform, and which can be Access by Users in accordance with this Agreement.

**User or you** means any individual, company, organisation or business that is accessing and using the Platform for any reason including search and book products or services.

**User Guide** means any information or guidelines provided or published by Desimodelsonline from time to time in relation to the Platform or the Services, including instructions or guidance or in the form of frequently asked questions (FAQ) on the Platform.

In this Agreement:

**Gender.** Words importing any gender include the other genders.

**Headings.** Headings will be ignored in construing this document.

**Inclusive Terms.** Use of inclusive terms such as "includes" or "including" will be read as "includes, without limitation" or "including, without limitation".

**Numbers.** Words importing the singular include the plural and vice versa.

**Persons.** References to persons include corporations.

**Writing.** References to writing include any mode of representing or reproducing words in visible form, and include email transmissions and electronic messaging.

## 2. Scope of the Services

From the date that Desimodelsonline accepts the User's or Supplier's Registration, Desimodelsonline will provide the Services, subject to this Agreement.

Desimodelsonline provides the Services via the Platform Suppliers can registered with us for there services display, Suppliers can promote and provide information about thereServices to Users, and Users can Access the Services through the platform. By using the Platform, Users and Suppliers acknowledge, accept and agree that Desimodelsonline acts solely as an intermediary between Users and Suppliers, and Desimodelsonline is wholly excluded from and in no way a party to any contract or contractual relationship that may arise or come into existence between Users and Suppliers. Additionally, Users and Suppliers agree that they use the Platform at their own risk.

## 3. General Terms

The Services are made available for personal and non-commercial use only. During the term of this Agreement, Users and Suppliers must:

1. comply with the User Guide and all reasonable directions from Desimodelsonline.
2. comply with all state and federal laws and regulations applicable to the Platform and the Services;
3. not use the Platform, or permit the Platform to be used (whether directly or indirectly), in any way that:
  - i. commits, or encourages or causes to be committed by any person, any offence or unlawful act or omission; and
  - ii. is discriminatory, offensive, hateful, harmful, violent, defamatory, harassing, abusive, threatening, malicious, inflammatory or otherwise objectionable;
  - iii. is pornographic, sexually explicit, obscene or excessively profane;
  - iv. is fraudulent, false, misleading or deceptive; or
  - v. infringes, or encourages the infringement of, a third party's rights, including intellectual property, confidentiality or privacy rights;
4. not infringe Desimodelsonline intellectual property rights;
5. not use the Platform, or any of Desimodelsonline intellectual property (including trademarks, logo, brands etc.) in any way that represents or implies an endorsement or association;
6. not resell, deep-link, use, copy, monitor (e.g. spider, scrape etc.), display, download or reproduce any Information, software, bookings, tickets, products or services available on the Platform for any commercial or competitive activity or purpose;
7. not decompile, reverse engineer or disassemble the Platform, or otherwise attempt to derive the source code for the Platform;
8. not copy or modify the Platform, create derivative works based on the Platform, or use the Platform to develop any product or service which has the same or similar primary function as the Platform; and
9. not provide, resell or white label the Service (or any part of it) to any other person, whether or not as part of any other service.

## 4. Information Displayed on the Platform

Desimodelsonlineendeavours to display timely, suitable, accurate, complete and correct Information on the Platform. However, Desimodelsonline does not represent or warrant the timeliness, suitability, accuracy, completeness or correctness of any Information displayed on the Platform and Desimodelsonline is not responsible or liable for any Loss suffered or incurred at any time by Users, Suppliers or any third party as a result of or arising in any way out of:

1. any error, omission or imperfection in any Information (including manifest and typographical errors);
2. the deletion or failure to properly store any Information;
3. any invalid, illegal, misleading or inaccurate Information;
4. the non-delivery or untimely delivery of Information;
5. any unfavorable, negative, dishonest, discriminatory, offensive, harmful, defamatory, abusive, malicious, or otherwise objectionable comment, review or rating submitted by any Users; or
6. the uploading, downloading, accessing, editing or removing of any Information on the Platform.

Without limiting the above, Desimodelsonline reserves the right to edit, remove or delete any Information displayed on the Platform at its discretion.

All general Information displayed on the Platform by Desimodelsonline is general in nature and does not constitute professional, technical or any other form of advice.

All Information displayed on the Platform relating to any Supplier and the Supplier's credentials derives entirely from Information uploaded by that Suppliers on the Platform (**Supplier Information**). Suppliers are solely responsible for the legality, validity, accuracy, completeness and correctness of any Supplier Information uploaded on the Platform by them. Desimodelsonline does not verify and does not guarantee the legality, validity, accuracy, completeness or correctness of any Supplier Information. Nothing on the Platform (including Supplier Information) constitutes or should be regarded as a recommendation or endorsement of the quality, service level, qualification or rating of Suppliers. Users and Suppliers hereby grant to Desimodelsonline (and warrant that they have the right and authority to grant to Desimodelsonline) a perpetual, irrevocable, non-exclusive, transferable and payment-free licence throughout the world to reproduce, use, disclose, copy, modify, sublicense, adapt, develop and otherwise exploit all Information provided to Desimodelsonline or uploaded on the Platform.

Users and Suppliers agree that all Information provided to Desimodelsonline or uploaded or displayed on the Platform is not confidential and that Desimodelsonline may reproduce, use, disclose, or copy the Information in any way that it sees fit, except to the extent that the Privacy Policy expressly states otherwise.

Desimodelsonline strongly advises Users and Suppliers to make their own enquiries and do their own investigations in relation to all Information. Users may inspect any documents uploaded on the Platform by Suppliers on request.

Desimodelsonline will endeavour to take all reasonable steps to protect Information provided to it or uploaded or displayed on the Platform by Users, Suppliers and third parties. However Desimodelsonline does not guarantee the protection or security of any Information uploaded on the Platform or transmitted via the internet and such Information is sent at the transmitter's own risk. Desimodelsonline is not responsible or liable for any loss of Information or unauthorized use of or access to Information for any reason (including access arising from the transmission of public data networks or when using third party networks and systems).

#### 5. Using the Platform

Desimodelsonline will endeavour to ensure that the Platform is running and the Services provided without issue (including undertaking regular maintenance), however Desimodelsonline does not guarantee that the running of Platform and the provision of Services will be continuous and fault free. If Desimodelsonline becomes aware of any fault or failure, then Desimodelsonline will endeavour to promptly address such fault or failure. Desimodelsonline is not responsible or liable for any Loss suffered or incurred at any time by Users, Suppliers or any third party as a result of or arising in any way out of any fault, interruption, discontinuance, malfunction or failure in the running or functionality of the Platform or provision of the Services due to any cause (known or unknown) including any act or omission of Desimodelsonline or event outside of Desimodelsonline reasonable control or by reason of any breakdown (temporary and/or partial), repair, upgrade or maintenance of the Platform or otherwise.

Desimodelsonline does not guarantee that the Platform or any Information or programs downloaded from the Platform (or any associated or linked online service) or uploaded or displayed via the Platform are free from viruses or other harmful components that could cause Loss to or interfere with external data, hardware or software. Desimodelsonline is not responsible or liable for any Loss or interference suffered or incurred at any time by Users, Suppliers or any third party as a result of or arising in any way out of the operation or use of the Platform including due to exposure to any malicious code or other actions, computer virus, malfunction, malware or spyware injection, Structured Query Language (SQL) injections, defects in software, computer intruding, corruption, hacking, interference with telecom providers, DDOS attacks, other types of cyber-attacks or forms of computer crime, errors or abuse by other Users or Suppliers and any other analogous event.

Desimodelsonline is not responsible or liable for any act, omission, error or negligence of any other third party users of the Platform.

Desimodelsonline does not endorse the content of advertisements appearing on the Platform and is not responsible or liability in respect of any such advertisements.

#### 6. Privacy and Cookies

Desimodelsonline respects your privacy and uses your personal information to provide the Services. By accepting these Terms and Conditions and the Privacy Policy, you give Desimodelsonline permission to use your personal information in accordance with the Privacy Policy. Please have a look at the Privacy Policy for further information.

#### 7. For Users

By completing the Registration and using the Platform for any purpose, Users unconditionally accept to be bound by this Agreement.

Desimodelsonline provides the Services free of charge to Users. Users warrant that they will use the Platform, the Services and interact with Desimodelsonline, Suppliers and any third party in accordance with the state and federal laws and regulations of Australia.

Users acknowledge, accept and agree that:

1. Desimodelsonline is not an agent or partner of any of the Suppliers;
2. Desimodelsonline cannot be held responsible for any act, omission, error or negligence of any Supplier or any matters relating to the Services provided by any Supplier including the quality Services are successfully delivered, have failed to be delivered, are delayed, defective or otherwise;
3. Desimodelsonline cannot be held responsible for any misquoting, inaccuracy or errors in quotes, changes to quotes or withdrawal of quotes by the Suppliers in relation to any Job;
4. they are solely responsible and liable for their (and any person acting on their behalf's) use of the Platform and any interactions with Desimodelsonline, the Suppliers and any third party, including in relation to submitting a Job, reviewing and selecting any Supplier's quote, paying any Supplier and all other matters relating to the transaction between Users and Suppliers;
5. Desimodelsonline is not a party to any contract or contractual relationship which comes into existence or any agreement or dispute between Suppliers and Users; and
6. Desimodelsonline is not responsible or liable for any Loss suffered or incurred at any time by Users, or any third party as a result of or arising in any way out of points (1) to (5) immediately above.

Desimodelsonline will not make recommendations about any Supplier nor prescribe to Users the method of choice of any Supplier. At the time of submitting any service on the Platform and prior to booking Services, Users should undertake their own investigations, enquiries and searches to ascertain the credibility and suitability of a Supplier to provide the Services. Users are responsible for reading and understanding the terms and conditions of a Supplier before booking Services with that Supplier.

Users agree to adhere to acceptable standards of behaviour whilst using the Platform. Users will not post dishonest or illegitimate reviews as this is against the law. Failure to adhere to any of the above might result in a warning or termination from using the Platform.

#### 8. For Suppliers

By completing Registration and using the Platform and the Services, Suppliers unconditionally accept to be bound by this Agreement.

Suppliers represent and warrant that:

1. they are authorised to provide their Supplier Information to Desimodelsonline and/or directly upload on the Platform; and
2. all Supplier Information provided to Desimodelsonline and/or uploaded on the Platform is not pornography, nudity, discriminatory, defamatory, offensive, dishonest or misleading, does not infringe on any intellectual property rights of any third party, and does not infringe on any state and federal laws and regulations of Australia;
3. they will perform all Services in accordance with legislative, industry and professional standards and the state and federal laws and regulations of Australia;
4. they have taken out and will maintain all required insurances, approvals and licences as required by the state and federal laws and regulations of Australia;
5. will not engage in any criminal activity; and

As of Today This platform is free to use for supplier or users , In future it may charge service fees from supplier. In that case Suppliers must pay Desimodelsonline a service fee (**Service Fee**), as set out below:

1. The Service Fee is payable in respect of each Month/Quarter or Yearly through the Platform or Deposit/Transfer to Desimodelsonline Account.
2. The Service Fee is exclusive of GST and the Supplier must pay the corresponding applicable amount of GST(10%) at the same time as the Supplier pays the Service Fee.
3. The Service Fee becomes payable immediately after the Supplier has avail the Desimodelsonline Platform.
4. Thereafter, Desimodelsonline will issue the Supplier with a tax invoice to there e-mail address.
5. The Supplier must pay any tax invoice within fourteen (14) days of issue regardless of whether the amount is disputed and without deduction, set-off or delay.
6. If the Supplier does not make a payment when due, then the amount unpaid will bear interest at a rate of 2% per month, compounded monthly.
7. The Service Fee might change from time to time. Other fees or charges might be charged or introduced from time to time, but will be communicated to the Supplier in advance.

Desimodelsonline takes breaches very seriously and failure to adhere to this Agreement (including prompt payment of the Service Fee) may result in a warning or immediate termination as set out in clause 9 below.

#### **9. Duration and Termination of Agreement**

From the date Desimodelsonline accepts the User's and Supplier's Registration, this Agreement commences and continues for an indefinite period until terminated in accordance with this clause 9.

If Users or Suppliers do not comply with this Agreement, or if in the opinion of Desimodelsonline there has been serious breach of this Agreement or serious misconduct (e.g. gross negligence, abuse of the Platform, illegal conduct, incorrect statement of damage, fraud etc.), Desimodelsonline reserves the right, without prior notice effective immediately, to:

1. deny or alter access to the Platform (or any related functionality) and/or the Services;
2. suspend this Agreement; or
3. terminate this Agreement.

Desimodelsonline is not responsible or liable for any Loss suffered or incurred at any time by Users or Suppliers as a result of or arising in any way out of the suspension or termination of this Agreement or the denial or altering of access to the Platform and/or the Services.

The termination of this Agreement will not affect the accrued rights and remedies of Desimodelsonline as at the date of termination. Clauses 9, 12 and 13 will survive the termination of this Agreement, as will any other provision that by its nature is intended to survive termination.

#### **10. Managing the Platform and Changes to the Platform and the Services**

Desimodelsonline reserves the right to control, manage, modify and maintain the Platform in its sole discretion and without prior written notice, including in relation to:

1. determining what Information can and cannot be uploaded on the Platform and how that Information is presented;
2. the Platform's functionality;
3. revising, amending, modifying or deleting Information on any part of the Platform;
4. terminating or restricting access to the Platform (or parts thereof); and
5. modifying, suspending or cancelling any of the online services provided via the Platform.

Desimodelsonline may change the Services from time to time (including by making additions or deletions) without prior written notice. Desimodelsonline does not ordinarily intend to reduce the functionality of the Services as a result of any change, but may do so. Desimodelsonline may make any corresponding change to the User Guide either before or after the change in functionality takes effect.

#### **11. Dispute Resolution**

All questions or disputes relating to this Agreement, the Platform, the Services and the Service Fee should be submitted to Desimodelsonline directly ([help@desimodelsonline.com](mailto:help@desimodelsonline.com)). Desimodelsonline will endeavour to answer any questions and resolve any disputes expeditiously.

Users acknowledge that any complaints, enquiries or disputes from Users in relation to Service provided by any Supplier will be directed to that Supplier in question. Similarly, any complaints, enquiries or disputes from Suppliers about Users will be directed to the User in question. Desimodelsonline may, at its sole discretion, assist in dispute resolution between Users and Suppliers.

## 12. Warranty, Limitation of Liability and Indemnity

Desimodelsonline will operate the Platform and provide the Services with due care and skill. Otherwise, to the maximum extent permitted by law, and except as expressly provided in this Agreement, all terms, conditions, warranties and representations (in each case whether express, implied, statutory or otherwise) relating in any way to the Platform, the Services or this Agreement are excluded.

Without limiting the next paragraph, and to the maximum extent permitted by law, any liability of Desimodelsonline in connection with the Platform, the Services or this Agreement:

1. under any condition or warranty that by law cannot be excluded;
2. under any consumer guarantee or other right under any law; or
3. on any other basis (including contract or negligence),

is limited at Desimodelsonline option to the replacement, repair or resupply of the relevant goods or services or the payment of the cost of same.

To the maximum extent permitted by law, all liability of Desimodelsonline is excluded in respect of any indirect, incidental or consequential Loss (including loss of profits or revenue or business connections) suffered or incurred by Users or Suppliers, in relation to the Platform, the Services or otherwise under or in connection with this Agreement.

To the maximum extent permitted by law, each User and Supplier hereby indemnifies and must keep indemnified Desimodelsonline and its respective officers, employees and agents (those indemnified) from and against any and all Losses suffered or incurred by any of those indemnified arising from or related to:

1. any breach of this Agreement by that User or Supplier;
2. any act, omission, default or negligence of that User or Supplier;
3. any claim, demand, suit, action or proceeding by any person against any of those indemnified arising out of that User or Supplier's use of the Platform or the Services;
4. the provision of Services;
5. any disputes with a User and/or Supplier (as the case may be); and
6. any matters relating to Information supplied to Desimodelsonline and/or uploaded on the Platform.

This indemnity may be enforced by Desimodelsonline before and without incurring any expense or making any payment to any person.

## 13. Intellectual Property Rights

Unless stated otherwise, the software required for the Services or available at or used by our Platform and the intellectual property rights (including the copyrights) of the contents and information of and material on our Platform are owned by Desimodelsonline, its suppliers or providers.

Desimodelsonline exclusively retains ownership of all rights, title and interest in and to (including all intellectual property rights) the Platform on which the Services are made available and Users and Suppliers are not entitled to use any such intellectual property without Desimodelsonline prior written consent. To the extent that Users and Suppliers own any intellectual property rights in the Platform, those Users and Suppliers hereby assign and transfer all such intellectual property rights to Desimodelsonline. Any unlawful use or any of the aforementioned actions or behaviour will constitute a material infringement of Desimodelsonline intellectual property rights.

'Desimodelsonline' and 'Desimodelsonline.com' are trademarks, business/trade names and domain names belonging to Desimodelsonline. Any use of these trademarks, business/trade names and domain names without Desimodelsonline prior written consent is expressly prohibited. Third party trademarks may appear on the Platform and all rights therein are reserved by the registered owners of those trademarks.<sup>1</sup>

## 4. Registration and Notices

As part of the process of completing the Registration, Users and Suppliers must provide a current email address and any other contact details that Desimodelsonline request for Registration.

Any notice or other written communication sent by Users and Suppliers under or in connection with this Agreement must be sent by email to help@Desimodelsonline.com. Desimodelsonline may send Users and Suppliers notices or other written communications via the Platform, by SMS/MMS or by email to an email address provided by them during the Registration. Each party must ensure that at all times their contact details (including email addresses) are correct and current.

An email will be taken to have been served at the time of sending, unless within Desimodelsonline of it being sent the sender receives a manual or automated response indicating that it was not delivered successfully.

## 15. MISCELLANEOUS

This Agreement is to be construed according to, and is governed by, the laws in Australia. The parties submit to the non-exclusive jurisdiction of the courts in and of Victoria in relation to any dispute arising under this Agreement.

Neither Desimodelsonline, Users nor Suppliers may transfer or assign its rights or obligations under this Agreement to any other person, except in the case of an assignment or transfer by Desimodelsonline as part of the sale of all or a substantial part of the business or a corporate restructure by Desimodelsonline. Desimodelsonline may subcontract its obligations under this Agreement.

This Agreement constitutes the entire agreement between Desimodelsonline and Users and Suppliers in relation to its subject matter. Any prior arrangements, agreements, representations or undertakings are superseded and, except as expressly provided, each party warrants that it has not relied on any arrangement, agreement, representation or understanding which is not expressly set out in this Agreement or incorporated by reference.

Desimodelsonline may update these Terms and Conditions by providing 48 hours' notice to Users and Suppliers. Any updates will take effect immediately on the time and date specified in the said notice.

Except for Desimodelsonline right to update the Terms and Conditions in the paragraph immediately above, this Agreement may only be varied, amended or extended by written agreement signed by the relevant parties or by written agreement evidenced by email exchange between the relevant parties.