

## WEBSITE TERMS OF USE AND DISCLAIMER

Welcome to our website. This website (located at <https://www.findava.com.au/>) is owned and operated by KARL & INGRID BAYER PTY LTD trading as FIND A VA (ABN 30 635 160 100) (“**Find A VA**”, “**we**”, “**us**”). Should you continue to use this website, you are agreeing to comply with and be bound by the following terms and conditions of use and disclaimer which, together with our Privacy Policy, govern our relationship with you in connection with this website. Should you not agree with any of these terms and conditions, please do not use our website.

Use of our website and service by virtual assistants is a paid service. Please refer to the website for pricing and terms and conditions, which apply to use of the website and service by virtual assistants, together with these Terms of Use. Should you not agree with any of those terms and conditions, please do not use our website.

We provide the service on our website free to people searching for a VA. If you decide to purchase services from a person whose details we provide to you, that transaction will be subject to its own terms and conditions. It is up to the parties entering into that transaction to agree on the terms and conditions. Find A VA is not a party to any such transaction and does not make any warranty or guarantee as to the terms of the agreement or their suitability for either party.

Your use of this website is subject to the following terms and conditions:

### 1. What we do

Our website provides a virtual matching service for people and businesses searching for a virtual assistant (VA). We are not an employment or recruitment agency.

Our service does not rely on any algorithm or logic; rather, it is produced manually and delivered virtually. We set out below exactly what this involves.

Firstly, we receive a virtual request from a person seeking the services of a VA. The information we receive is detailed in our online form. Our team of humans then review that request.

Our team post anonymised details of the request to our community of VAs on our private Facebook group and invite Expressions of Interest (EOIs) to be submitted via email. Only EOIs from VAs who have paid for access to our service are accepted.

Our team then review the EOIs and conducts the following checks:

- a) We check that the services required as specified on the Request for Services form align with one or more of the VA’s listed Key Service Areas.
- b) We check that the VA is an Australian business by checking they have a valid ABN registered in the name of their business.

- c) We check that the VA has an established online presence in the form of either a functioning website or a business Facebook page, Instagram page or LinkedIn profile by visiting such page.
- d) We check that the VA has minimum professional indemnity insurance coverage of \$250,000AUD taken in the name of their business by viewing a copy of their Certificate of Currency. Please note that we **do not** review the policy wording.
- e) We check the VA has a service agreement by viewing such agreement. Please note that we do not review the agreement – we just check that they have one.
- f) We check the VA is using a professional invoicing system by asking them what system they use, to see if it is one that is commonly used in business (such as Xero, Quickbooks or MYOB).
- g) We check the VA has worked with other clients before and received positive reviews by viewing at least 1 professional testimonial or referral. If the VA is new in business and does not yet have any testimonials, we view a copy of their CV to check they have been employed in a relevant position before.

Finally, our team compile a list of VAs we believe are suitable and submit the list, with contact details, to the requester.

We notify the VAs whose details have been passed on of the requester's contact details. We do not contact VAs whose details have not been included.

We do not provide any follow up services to the requester or any VA.

## 2. Use of our website

This website is only available for use by Australian residents. If you are not ordinarily resident in Australia, you are not permitted to use the website.

You are authorised to use this website as follows:

- a) If you are searching for a VA – to learn about our service and to submit a Request for Services form in order to receive a list of potential VAs. You are authorised to use the information provided as part of your genuine effort to contractually engage a suitable VA and not for any other reason.
- b) If you are a VA – to learn about our service and use the website to apply for access to our service. See also the “How to Become Approved” page on our website for conditions and limitations on access to our website, service and private Facebook group. If your details are passed on to a requester, you can use their contact details – which we will provide to you – to follow up their request **once** only.
- c) Anyone else – to learn about our service for general information only.

You can only ever use our website for lawful purposes in a manner consistent with the nature and purpose of the website, and in a way that doesn't impact on anyone else's use and enjoyment of the website. We have a zero-tolerance policy for users who:

- a) conduct themselves unlawfully or encourage such conduct;

- b) post any defamatory, obscene, offensive or scandalous material;
- c) harass or cause distress or inconvenience to any person;
- d) disrupt the website, our service or our private Facebook group;
- e) change, add to, remove, deface, hack or otherwise interfere with our website or any material or content displayed on the website, or attempt to do any of those things;
- f) use or attempt to use our services for any ingenuine reason, such as obtaining contact details for marketing or re-sale purposes.

We reserve the right to ban any users who engage in such behaviour from accessing our website and to remove any such users from the private Facebook group.

As we are not an employment or recruitment agency, you are **not** authorised to use the details we provide to you to enter into an employment relationship with any person we connect you with.

Unauthorised use of this website may be a criminal offence and/or give rise to a claim for damages. You indemnify us on a continuing basis for any loss or damage we suffer as a result of your unauthorised use of our service or website.

### **3. No warranty or guarantee**

We make no warranty or guarantee in relation to our website or service, other than those we are specifically obliged to provide by law.

We make no warranty, guarantee or representation as to:

- a) Our ability to provide a list of suitable VAs;
- b) The suitability of any VA on the list for any person's needs;
- c) The quality or accuracy of our quality checking processes;
- d) That a requester will contact or engage any VA whose details we provide;
- e) The identity, needs or suitability of any requester.

Please note that we do not conduct any of the following checks or tests in relation to VAs who submit EOIs to us. These checks and tests are the responsibility of the person seeking a VA:

- a) Eligibility to work in Australia, residency or visa status;
- b) Verifying education details, professional qualifications or work experience, other than as set out above;
- c) Licences, Working With Children checks, Police checks or any other kind of licence or check issued by a government or similar authority;
- d) Financial viability or suitability of the person seeking the services of the VA or any VA business.

We do not conduct any checks or tests in relation to any person that requests VA services.

We do not warrant that we will supply any VA's details to any person. It is completely within our discretion whether to forward a VA's details to a requester or not. We are not under any

obligation to pass on any VA's details. All EOIs will be taken to have been submitted on this understanding.

#### **4. Your responsibilities**

We perform certain quality assurance checks on VA candidates before passing their details on to service requesters. However, as stated above, we make no promises about their suitability.

As a service requester, it is your responsibility to:

- a) Provide us with accurate, up-to-date and comprehensive instructions and information in your Request for Service;
- b) Read our Privacy Policy and ensure you're comfortable with how we collect, use and disclose your personal information;
- c) Perform your own tests and checks to assess the suitability of any VA whose details we provide to you, including by reviewing their insurance policy and service agreement and satisfying yourself of their adequacy and contacting professional referees to validate written references;
- d) Enter into an agreement with your selected VA on terms acceptable to both parties, understanding that Find A VA is not a party to that transaction;
- e) Engage the VA on a suitable contract basis, understanding that you are responsible and liable for compliance with all laws, including those relating to independent contracting, sham contracting, insurance, superannuation and so on;
- f) Manage your relationship with your VA, understanding that Find A VA does not provide management assistance and cannot assist you in the event of a dispute or disagreement.
- g) Comply with all applicable laws and regulations and seek independent legal advice as to your rights and obligations in relation to this service and any VA you engage.

As a VA using our service, it is your responsibility to:

- a) Provide us with accurate, up-to-date and comprehensive information about you and your business;
- b) Submit to such checks and tests as we deem appropriate from time to time;
- c) Conduct your own checks or tests to verify the identity, needs and suitability of any person seeking your services;
- d) Comply at all times with our Code of Conduct;
- e) Comply with the rules of our private Facebook group and any terms or conditions of access and use of that group as we determine from time to time;
- f) Read our Privacy Policy and ensure you're comfortable with how we collect, use and disclose your personal information;
- g) Inform us promptly if your information or circumstances change;
- h) Run your own business and not rely on Find A VA as your only source of leads;
- i) Enter into an agreement with any client we connect you with on terms acceptable to both parties, understanding that Find A VA is not a party to that transaction;

- j) Manage your relationship with your client, understanding that Find A VA does not provide management assistance and cannot assist you in the event of a dispute or disagreement.
- k) Comply with all applicable laws and regulations and seek independent legal advice as to your rights and obligations in relation to this service and any client you engage with as a result.

## 5. Disclaimer and indemnity

Nothing in these terms limits or excludes any rights, guarantees, warranties, representations or conditions that you are entitled to by law that can't be limited or excluded, including under the Australian Consumer Law, which forms Schedule 2 to the *Competition and Consumer Act 2010* (Cth) (ACL).

Where we are unable to exclude liability to you, but are able to limit it, we do so limit our liability to you to the maximum extent permissible by law, including under section 64A of the ACL to the supplying of the services again or the payment of the cost of having the services supplied again.

Where we are able to exclude liability to you, we do so exclude all liability and all terms, guarantees, warranties, representations or conditions as to the performance, accuracy, timeliness, completeness or suitability of the information and materials found or offered on this website for any purpose which are not expressly stated in these terms. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law.

We will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable consumer guarantee to which you are entitled under the ACL), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the website or these terms (including as a result of not being able to use the website), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise. If we can't exclude liability but we can limit it, we limit it to the maximum extent permitted under section 64A of the ACL.

We make the website available to you, however you use it at entirely your own risk, for which we will not be liable. Everything on the website is provided "as is" and "as available" – we don't make any representations or warranties of any kind – and we exclude all liability for loss or damage you might suffer because of:

- failures, errors, mistakes, inaccuracies, interruptions, defects, delays, viruses, lost, stolen, altered or misused data, unlawful third party conduct arising out of the website;
- unsuitable or out of date information on the website (including third party material and advertisements on the website);
- you or any other person acting or not acting, on any information;
- personal injury or property damage of any nature resulting from your or any other person's access to or use of the website;

- any unauthorised access to or use of information or data, including personal and financial information, collected by us;
- any interruption of transmission to or from the website;
- any unauthorised access to or use of information or data, including personal and financial information, collected by us;
- any malware (bugs, viruses, trojan horses, ransomware or other harmful code or communications) which may be transmitted to or through the website, including links to other sites;
- costs incurred by you in using the website; and
- links which are provided for your convenience.

It is your own responsibility to ensure that any services or information available through this website meet your specific requirements.

You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of the website.

## **6. Intellectual property**

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the content, design, layout, appearance, look, graphics, text, logos, button icons, video images, audio clips, code, scripts, design elements and interactive features of the website, and is protected by copyright under the laws of Australia and through international treaties.

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As a user of our website, we grant you a worldwide, non-exclusive, royalty-free, revocable license to use our website in accordance with these terms, to copy and store the website and its content in your device's cache memory and to print pages from the website for your own personal and non-commercial use.

Except as outlined above, we don't grant you any other rights whatsoever in relation to the website- all other rights are expressly retained and reserved by us and nothing you do on or in relation to the website will transfer any intellectual property or associated rights.

If you would like to share our website or social media content that's freely available for re-use or is in the public domain, you are permitted to do so, as long as you attribute same to us and link

back to our website. If you'd like to share, re-publish or otherwise use our website or content in a way that you aren't expressly authorised to do by these terms, please don't hesitate to get in touch with us.

## **7. Submissions**

Any material you send to us (including any data, questions, comments, suggestions, ideas, designs, images, videos, audio, marks or other information) will be deemed to be non-confidential and non-proprietary, unless you tell us otherwise. You authorise us to use it for any purpose, without compensation to you.

You warrant that all information that you submit to us is true and correct, to the best of your knowledge and information, and that you are the rightful owner of all intellectual property rights in such information.

You indemnify us on a continuing basis for providing any information that is false, misleading or deceptive or the provision and/or our subsequent use of which constitutes a breach of any person's intellectual property rights.

## **8. Privacy**

We take your privacy seriously. All information we collect through your use of the website and how we use and disclose it is set out in our Privacy Policy, which is available on our website.

## **9. Links from our website to other websites**

Our website does contain a link to our sister business, VA Institute, at <https://www.vainstitute.com.au/>. Your use of that website is subject to its own terms of use and disclaimer, and any products or services you purchase on that website are subject to its own terms and conditions of sale. Please ensure you read and understand those terms before using the website.

We may also, on occasion, include links to other websites which are not controlled by us. These links are provided for your convenience to provide you with further information. You acknowledge that they are used at your own risk. Please note that we include these links for your convenience, however we don't necessarily endorse or support the views, opinions, standards or information expressed on them. We have no control over the nature, content and availability of those websites. For your own safety, please make sure you check the protocols and standards of the linked sites before using them.

## **10. Our use of cookies**

We use cookies to monitor browsing preferences and to help us improve, promote, and protect our website and services. By continuing to use the website, you agree to our cookie policy. You can find out more information about our cookie policy in our Privacy Policy, which is available on our website.

## **11. Security**

Our website is security assured by Wix. We use our best endeavours to ensure the website is free of any malware, bugs, viruses, trojan horses, ransomware or other harmful code or communications which may be transmitted to or through the website, including links to other sites.

## **12. Changes to content and terms**

All the content on our website is subject to change without prior notice, including the service we provide and how we provide it.

If we decide to change these terms (and we can do so at any time), we'll post a copy of our revised terms on our website. A change may include adding fees or charges as a term of access to our service. Changes to the terms will take effect immediately on being published on the website. Your continued use of the website indicates your acceptance of the revised terms.

## **13. Severance**

If any part of these terms is found to be void or unenforceable by a Court of competent jurisdiction, that part will be severed and the rest of the terms will remain in force.

## **14. No affiliation**

Our website is not a part of the Facebook website, Facebook Inc, YouTube, Instagram, Snapchat, Twitter or Google, nor is it endorsed by or affiliated with any of those websites or their owners in any way.

## **15. Termination**

The agreement between us constituted by your use of the website may be terminated at any time by us without notice, in which case all disclaimers and limitations of liability will survive termination, however, you will no longer be authorised to access the website. We will not be liable to any person for any failure to provide or finish providing a service at such time.

## **16. Jurisdiction**

As we are based in New South Wales, these terms will be governed by the laws of New South Wales. In the event of any dispute, we ask that you first contact us, and we'll do our best to resolve the dispute to our mutual satisfaction quickly, cheaply and efficiently. If we do end up in court, you agree that the exclusive venue for resolving any dispute will be in the courts of New South Wales and courts of appeal from them.

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