

# Terms and Conditions

Here are our terms and conditions ("Terms"), contact us [here](#) if you have any other questions. Thanks for connecting.

## User Agreement: [www.heydove.com](http://www.heydove.com)

HeyDove Limited ("HeyDove", "we" or "us") operates an online platform ("HeyDove Services") allowing users ("User" or "You") to connect and perform business and personal services and outsource tasks and buy and sell goods through HeyDove's platform including through our website at <https://www.heydove.com/>, the HeyDove iPhone application or HeyDove Android application or any other platform we may introduce in the future ("HeyDove Platform").

PLEASE READ THESE TERMS and ALL HEYDOVE POLICIES including the Privacy Policy, the Marketplace Rules, and the Prohibited Services and Items Policy, Service Fee Schedule (collectively the "AGREEMENT") carefully before using the services offered by HeyDove.

Use of the HeyDove Platform or use of the HeyDove Services confirms that You agree to be bound by this Agreement and any future amendments and additions to this Agreement as we may publish from time to time. Please read this Agreement carefully. If you do not agree to be bound by this Agreement, you will not have any right to use the HeyDove Platform. HeyDove's acceptance is expressly conditioned upon your assent to this Agreement in its entirety. If this Agreement is considered to be an offer by us, acceptance is expressly limited to this Agreement.

By using the HeyDove Platform, you represent and warrant that: (i) you are at least 18 years old, are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts; and (ii) you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide. Where you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement.

### 1. SCOPE OF HEYDOVE SERVICE

- 1.1. HeyDove provides a platform for connecting people who have tasks that need doing, or who need to buy a particular item ("Hey-ers") with those willing to do the job or provide the item ("Do-vees").
- 1.2. A reference to User in this agreement includes Hey-ers, Do-vees and any other person that visits or views the HeyDove Platform.
- 1.3. A User creates an account with HeyDove when s/he validly completes a registration form on the HeyDove Platform.
- 1.4. HeyDove provides the platform only. Apart from enabling a Hey-er to find a Do-vee to provide a particular service or supply a particular good, HeyDove accepts no liability for any aspect of the Hey-er and Do-vee interaction, including but not limited to the description of goods and services offered, the performance of services and the delivery of goods. HeyDove has no obligation to any User to assist or involve itself in any way in any dispute between a Hey-er and a Do-vee.
- 1.5. All information related to services to be performed or goods to be provided is supplied by HeyDove Users. HeyDove does not have any ability or responsibility to review, approve or verify any User provided information prior to publication on the HeyDove Platform.
- 1.6. You expressly agree that HeyDove has no responsibility and makes no warranty as to the truth or accuracy of any aspect of any information provided by Users (including all Do-vees and Hey-ers), including, but not limited to, the ability of Do-vees to perform tasks or supply items, or the honesty or accuracy of any information provided by Hey-ers or the Hey-ers' ability to pay for the services or goods requested.
- 1.7. HeyDove provides a software platform which allows you to connect with independent Do-vee. HeyDove is not the employer of any Do-vee. You acknowledge that we do not supervise, direct,

or control a Do-vee's work performed in any manner. A Do-vee provides services to you as an independent contractor, and is not an employee, joint venture, partner, agent, or franchisee of HeyDove for any purpose whatsoever.

## 2. HEYDOVE SERVICE DESCRIPTION

- 2.1. The HeyDove Service will be reviewed and updated from time to time. In addition to the points set out below, certain portion(s) of the HeyDove Service may be separately described on the HeyDove Platform.
- 2.2. A Hey-er with a requirement for a service to be provided or a good to be acquired (1) creates and account with HeyDove and (2) posts an accurate and complete description of the good to be acquired or service to be provided (including, but not limited to, the payment offered to the Do-vee) ("Posted Task"). Posted Tasks are subject to further terms set out for Posting Tasks and Making Offers below.
- 2.3. A Do-vee with an ability to perform services and/or to provide the goods (1) creates an account with HeyDove and (2) reviews Posted Tasks uploaded by Hey-ers.
- 2.4. If a Do-vee desires to provide services or sell goods to a Hey-er, the Do-vee must make an offer in response to the Posted Task ("Offer"). By making an Offer the Do-vee confirms that s/he is legally entitled to and capable of supplying the goods or services described in the Posted Task. Offers are subject to further terms set out for Posting Tasks and Making Offers below.
- 2.5. If a Hey-er in any way updates a Posted Task after it has been published on the HeyDove Platform and before an offer has been accepted, then HeyDove may, at its discretion, cancel all Offers for that Posted Task that were made prior to the update and recommence the offer process.
- 2.6. If the Hey-er agrees to a Do-vee's offer, the Hey-er will accept that Do-vee's Offer by using the functionality on the HeyDove Platform and paying the agreed price into the payment facility escrow account accessible via the HeyDove Platform ("Escrow Account").
- 2.7. The Do-vee and Hey-er use a public question and answer feature on the HeyDove Platform to communicate directly about posted requests for services or goods. Once a Hey-er has accepted an offer from a Do-vee, the Hey-er and the Do-vee can communicate privately using a HeyDove private messaging service. Each time a HeyDove User receives a message from the HeyDove messaging service, a notification may be sent to the User via their currently active communication channel.
- 2.8. Once a Hey-er has accepted an offer from a Do-vee and paid the agreed price into the Escrow Account then the Hey-er and the Do-vee will be deemed to have entered into a separate contract under which the Hey-er agrees to purchase, and the Do-vee agrees to provide the Hey-er with the services or goods ("Task Contract").
- 2.9. The terms of the Task Contract incorporate the terms of this Agreement (to the extent they apply to the Hey-er and the Do-vee) and any additional terms and conditions agreed between the Hey-er and the Do-vee, including the description and price of the services or goods to be provided. You agree not to enter into any contractual provisions in a Task Contract that conflict with this Agreement. The terms of this Agreement incorporated into a Task Contract take priority over any other terms agreed between a Hey-er and a Do-vee in the Task Contract to the extent of any inconsistency.
- 2.10. The Do-vee must provide the services or goods to the Hey-er in accordance with the Task Contract, unless the services, goods or transaction is prohibited by law, by this Agreement, an agreement between the User and a Third Party Provider or by any of our Policies.
- 2.11. Once a Do-vee has provided the goods or services requested by a Hey-er in accordance with the Task Contract, the Do-vee must provide notice that the task is completed by using the HeyDove Platform functionality. It will be material breach of this Agreement and the Task Contract if a Do-vee provides notice that a task is completed for a particular Posted Task without having provided the relevant goods or services. If s/he is supplying goods, a Do-vee must not provide notice that a task is complete until the goods have actually been delivered to the address specified by the Hey-er.
- 2.12. Once a Do-vee has provided the relevant goods or services in accordance with the Task Contract and has provided notice that the task is complete relating to a particular Posted Task, the Hey-er must release the agreed price for the goods or services supplied to the Do-vee by

using the HeyDove Platform functionality. It will be material breach of this Agreement and the Task Contract if, after a Do-vee has provide the relevant goods or services in accordance with the Task Contract and provided notice that a task is complete for a particular Posted Task, the Hey-er fails to release the agreed price.

- 2.13. Once the Hey-er has released the payment, the fee will be paid from the Escrow Account to the Do-vee after the deduction of the relevant fees set out in the Service Fee Schedule and describe in Fees below ("Service Fees").
- 2.14. Once a transaction is concluded, both the Do-vee and Hey-er are strongly encouraged to complete a HeyDove service review using any feedback features on the HeyDove Platform. HeyDove will, from time to time, contact You to remind You to complete a HeyDove service review.
- 2.15. The HeyDove Platform may from time to time include location/ map-based functionality. The HeyDove Platform may display the location of Hey-ers and Do-vees to persons browsing the HeyDove Platform. Each Hey-er will be asked to provide the street and area where the task is to be performed or the goods are to be delivered. A Hey-er should never disclose personal details such as Hey-er's full name, street number, phone number or email address in a Posted Task or in any other public communication on the HeyDove Platform.
- 2.16. HeyDove may from time to time include on the HeyDove Platform a "Hire Me" feature which enables HeyDove Users who are browsing other User profiles to post a request for goods and services based on the skills, reputation or other profile attributes of a particular User. When this occurs, the HeyDove User who the Hey-er would like to make an Offer will be automatically notified (i) of the new Posted Task, and (ii) that the Hey-er would like him/ her to make an Offer to supply the goods or services. However, that User will not have any further special rights and will need to follow the normal offer process to become the Do-vee for the Posted Task.
- 2.17. From time to time, HeyDove may enter into agreements with business partners ("Business Partners") to enable Business Partners to acquire aspects or functions of the HeyDove Platform, and may seek to engage Do-vees in the provision of goods or services which the Business Partner will on sell to other parties (such as its customers). For the purposes of these Terms, when a Business Partner is engaged in this way, the Business Partner will be a Hey-er and the task will be a Posted Task for the purposes of these Terms. Do-vees who agree to perform Posted Tasks for Business Partners acknowledge and agree that HeyDove and the Business Partner may on sell the goods or services supplied to third parties for an increased fee.
- 2.18. Business Partners may require Do-vees engaged as contemplated in clause 2.17 to be approved or hold particular qualifications and HeyDove may be asked by Business Partners to locate potentially suitably qualified Do-vees. HeyDove makes no warranty that it will promote any or all suitably qualified Do-vees to Business Partners.
- 2.19. Before a Business Partner enters into a contract with a Do-vee, it may be require the Do-vee to enter into additional terms for the engagement ("Business Partner Contract") before the Do-vee can undertake any work introduced by a Business Partner.
- 2.20. Where a Do-vee accepts a Posted Task with a Business Partner:
  - the Do-vee must provide the goods or services to the Business Partner in accordance with the Task Contract created by these Terms and any applicable Business Partner Contract; and
  - the terms of the Business Partner Contract will prevail to the extent of any inconsistency.

### 3. PAYMENT, REFUNDS AND CREDIT

- 3.1. Where a Hey-er pays an agreed price for goods or services into the Escrow Account in respect of a Posted Task ("Task Payment") that Task Payment will be used to pay the Do-vee and HeyDove in accordance with this Agreement. If that payment cannot be made for any reason the Task Payment moneys will be handled in accordance with this clause 3.
- 3.2. If the Hey-er and the Do-vee mutually agree to cancel the Task Contract or if, following reasonable attempts by a Hey-er to contact a Do-vee to perform the Task Contract, HeyDove is satisfied that the Task Payment should be refunded and there is no dispute between the Hey-er and the Do-vee, then HeyDove will refund the Task Payment back into the Hey-er's nominated account.

- 3.3. If, for any reason, the Task Payment cannot be transferred or otherwise made to the Do-vee or the Hey-er (as the case may be) or no claim is otherwise made for a Task Payment, the Task Payment will remain in the Escrow Account until paid or otherwise for up to three months from the date the Hey-er initially paid the Task Payment into the Escrow Account.
- 3.4. Following the 3 months referred to in clause 3.3 and provided there is still no dispute in respect of the Task Payment the Task Payment will be automatically converted into HeyDove credit and credited to the relevant Hey-er or Do-vee ("Holder"). The credit will be to the account of the Hey-er except where the Do-vee has claimed the Task Contract has been completed but for whatever reason the Task Payment was not able to be transferred.

#### 4. PAYMENT FACILITY AND ESCROW ACCOUNT

- 4.1. HeyDove may use a related entity or a third party service provider to provide payment services acting as a payment facilitator and escrow agent on behalf of the Hey-er and Do-vee ("Escrow Provider").
- 4.2. By buying or selling goods or services using the HeyDove Services You agree to be bound by the Escrow Provider's Privacy Policy which is located at <https://www.paypal.com/hk/webapps/mpp/ua/privacy-full> and hereby consent and authorise HeyDove and the Escrow Provider to share any information and payments instructions You provide with one another and, to the extent required to complete your transaction, with any other third party service provider(s). By registering and creating an account with HeyDove, You agree to be bound by Escrow Provider's terms and conditions which are located at <https://www.paypal.com/hk/webapps/mpp/ua/privacy-full>. HeyDove confirms that the services offered by the Escrow Provider are Third Party Services and subject to further terms set out for Third Party Services below.

#### 5. IDENTITY VERIFICATION

- 5.1. HeyDove may include tools to help HeyDove Users of to verify the identity of other HeyDove Platform Users ("Identity Verification Services"). These tools may include mobile phone verification technology, verification of payment information, a "Reference" feature (allowing a User of the HeyDove Service to request other Users to post a reference on the HeyDove Platform endorsing that User), and integration with social networking sites such as Facebook, Twitter and Linked In.
- 5.2. You agree that HeyDove Identity Verification Services may not be fully accurate as all HeyDove Services are dependent on User-supplied information.
- 5.3. HeyDove Platform Users are solely responsible for identity verification and HeyDove accepts n responsibility for any use that is made of a HeyDove Identity Verification Service.
- 5.4. The HeyDove Platform may also include a User-initiated feedback system to help evaluate HeyDove User(s).
- 5.5. The HeyDove Services Identity Verification Services may be modified at any time.

#### 6. ELIGIBILITY TO REGISTER

- 6.1. A HeyDove account can only be created in the name of an individual. However, a HeyDove User registering as a Do-vee or Hey-er may specify within the "account description" field that s/he is representing a business entity (including a company).
- 6.2. To create and account and use the HeyDove Services You must be able to form legally binding contracts under applicable law. HeyDove Services are not available to persons under 18 years of age. If You do not qualify to use the HeyDove Services, You must not use the services.
- 6.3. While You are registered with HeyDove You must maintain control of your HeyDove account. You may not deal with your account (including feedback and associated UserID) in any way

(including by allowing others to use your account or by transferring or selling the account or any of its content to another person).

- 6.4. At its absolute discretion, HeyDove may refuse to allow any person to register or create an account with HeyDove or cancel or suspend any existing account.

## 7. USER'S OBLIGATIONS

7.1. You agree that at all times:

- (a) You will comply with this Agreement (including all HeyDove Policies) and all applicable laws and regulations;
- (b) You will post only accurate information on the HeyDove Platform;
- (c) You will promptly and efficiently perform all your obligations to other HeyDove Users under a Task Contract and to HeyDove under this Agreement;
- (d) all content (whether provided by HeyDove, a User or a third party) on the HeyDove Platform may not be used on third party sites or for other business purposes without HeyDove's prior permission; and
- (e) You will ensure that You are aware of any laws that apply to You as a Hey-er or a Do-vee, or in relation to any other way(s) that You use the HeyDove Platform.

7.2. You must not use the HeyDove Platform for any illegal or immoral purpose.

7.3. You grant to HeyDove an unrestricted, worldwide, royalty-free licence to use, reproduce, modify and adapt any content and information posted on the HeyDove Platform for the purpose of including that material and information on the HeyDove Platform and as otherwise may be required to provide the HeyDove Service, for the general promotion of the HeyDove Service and as permitted by this Agreement.

7.4. Any information posted on HeyDove Platform must not, in any way whatsoever, be potentially or actually harmful to HeyDove or any other person. "Harm" includes, but is not limited to, economic loss that will or may be suffered by HeyDove. Without limiting any provision of this Agreement, any information You supply to HeyDove must be up to date and kept up to date and must not:

- (a) be false, inaccurate or misleading or deceptive;
- (b) be fraudulent or involve the sale of counterfeit or stolen items;
- (c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or intellectual property rights, rights of publicity, confidentiality or privacy;
- (d) violate any applicable law, statute, ordinance or regulation (including, but not limited to, those governing export and import control, consumer protection, unfair competition, criminal law, antidiscrimination and trade practices/fair trading laws);
- (e) be defamatory, libellous, threatening or harassing;
- (f) be obscene or contain any material that, in HeyDove's sole and absolute discretion, is in any way inappropriate or unlawful, including, but not limited to obscene, inappropriate or unlawful images;
- (g) contain any malicious code, data or set of instructions that intentionally or unintentionally causes harm or subverts the intended function of any HeyDove Platform, including, but not limited to viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information.

- 7.5. You must have the right to provide goods and services under a Task Contract and to work in Australia. You must comply with your tax obligations in relation to any payment received under a Tasker Contract,
- 7.6. When You enter into a Task Contract using the HeyDove Platform You create a legally binding contract with another HeyDove User, unless the transaction is prohibited by law or by this Agreement (including the HeyDove Policies). If You do not comply with your obligations to another HeyDove User under a Task Contract, You may become liable to that other User. If another User breaches any obligation to You, You - not HeyDove - are responsible for enforcing any rights that You may have with that User.

## 8. FEES

- 8.1. Registering and creating an account with HeyDove is free. There is no charge for a Hey-er to Post Tasks, or for other HeyDove Users to review content on the HeyDove Platform, including Posted Tasks.
- 8.2. If a Hey-er has accepted your offer, You agree that the Service Fees as set out in the Service Fee Schedule will be deducted from the agreed fee and paid to HeyDove (or its nominee), which are inclusive of GST/VAT, if applicable.
- 8.3. The Service Fees will be deducted and paid to HeyDove when the agreed price is released from the Escrow Account to the Do-vee.
- 8.4. To be clear, Service Fees will be calculated only on the amount that the Do-vee agrees to charge the Hey-er to provide the service or goods. This means that if a Hey-er requires a Do-vee to incur costs in completing a task (for example, if the task is purchasing groceries, Do-vee might agree to pay for the groceries upfront and then be reimbursed by the Hey-er), then the cost incurred will not be included in any calculation of the Service Fees.
- 8.5. If a Do-vee agrees to pay some of the costs as part of completing a task, Do-vee is solely responsible for having those costs reimbursed by the Hey-er. HeyDove will not be responsible for obtaining any reimbursement from a Hey-er. We advise Do-vees not to agree to incur any costs for a Hey-er in advance of payment by the Hey-er, unless the Do-vee is confident that the Hey-er will reimburse the costs promptly.
- 8.6. HeyDove may from time to time change the Service Fees and the terms applying to their payment. Any change relating to the Service Fees is effective fourteen (14) days after HeyDove notifies You of that change by sending a message to your HeyDove account.
- 8.7. HeyDove may choose to temporarily modify the Service Fees, or the terms applying to their payment, in its sole discretion. Notification of temporary modifications will also be sent to your HeyDove account.
- 8.8. All fees and charges payable to HeyDove are non-cancellable and non-refundable.
- 8.9. If HeyDove introduces a new service on the HeyDove Platform, the fees applying to that service will be payable as from the launch of the service and will also be "Service Fees" under this Agreement.
- 8.10. Where a Do-vee is supplying goods or services, the Do-vee must not charge a Hey-er Service Fees on top of the agreed price for the goods or Services under the Tasker Contract.

## 9. POSTING TASKS AND MAKING OFFERS

- 9.1. A Posted Task must include the following details in order to be accepted by HeyDove:
  - (a) Deadline for completion: the deadline for completion of the task or delivery of the goods;
  - (b) Price: the price that the Hey-er is prepared to pay for the goods or services required; and
  - (c) Description: a description of the goods or services.
- 9.2. Service Fees do not include any fees that may be due to Third Party Service Providers. All Third Party Service fees must be paid pursuant to your separate agreement with the Third Party Service provider.
- 9.3. As well as the mandatory details mentioned in paragraph 9.1, a Hey-er may choose to specify additional terms that s/he wants to apply to the transaction

- 9.4. Hey-ers must describe the service or goods fully and accurately and include all terms of sale or supply that You want to apply, as well as any information required by law. Posted Tasks may only include text. You must have the legal right to use any content that You post. HeyDove may, in its sole discretion, remove any Posted Task for any reason.
- 9.5. Prior to the Hey-er accepting an offer from a Do-vee, all communications between a Hey-er and the HeyDove User(s) making and Offer to supply the goods or services are visible to all other HeyDove Users and can also be viewed by other internet users. All Users of the HeyDove Platform must take care when communicating at the offer stage and must not disclose any private contact details such as full name or address, phone number or email address.
- 9.6. In making an Offer, a Do-vee agrees to provide the relevant goods or services within the timeframe and on the terms and conditions specified in the Posted Task (unless the Do-vee and the Hey-er agree to vary the timeframe or the terms and conditions in the course of negotiations, in which case the Do-vee must provide the goods or services in accordance with the agreed timeframe and terms and conditions).
- 9.7. Once a Hey-er accepts an offer from a Do-vee in accordance with clause 2.6, no further negotiations are permitted on the HeyDove Platform in relation to the provision of the relevant goods or services. If, after the Hey-er accepts an offer from a Do-vee, the Do-vee and Hey-er wish to negotiate on price or timeframe for completion (for example, where Hey-er is not satisfied with the Do-vee's performance) they may use the HeyDove private messaging system, but otherwise those negotiations (and the resolution of any disputes) must be done outside the HeyDove Platform.
- 9.8. If a HeyDove User, Do-vee or Hey-er wishes to complain about any comment made on the HeyDove Platform, please either use the "Report" function available from time to time on the HeyDove Platform, or email HeyDove using the contact information on the HeyDove Platform.
- 9.9. Hey-ers may choose not to accept any Offer received and is not required to accept the lowest Offer. Hey-ers may withdraw any Posted Task at any time prior to accepting an offer from a Do-vee in accordance with clause 2.6.
- 9.10. A HeyDove User or Do-vee has no obligation whatsoever to make an Offer on any Posted Task.

## 10. FEEDBACK

- 10.1. HeyDove is entitled to suspend or terminate your account at any time if HeyDove, in its sole and absolute discretion, is concerned by any feedback about You, or considers your feedback rating to be problematic for other HeyDove Users.
- 10.2. To continue to improve our HeyDove Platform, please let us know of any issue that You experience using a Third Party Service by contacting us at [support.HeyDove.com](mailto:support.HeyDove.com)

## 11. LIMITATION OF LIABILITY

- 11.1. HeyDove specifically disclaims all liability for any loss or damage (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including, without limitation, loss or damage relating to any inaccuracy of information provided, or the lack of fitness for purpose of any goods or service supplied), arising out of or in any way connected with any transaction between Hey-ers and Do-vees.
- 11.2. HeyDove specifically disclaims all liability for any loss or damage (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including, without limitation, loss or damage relating to any inaccuracy of information provided, or the lack of fitness for purpose of any goods or service supplied), arising out of or in any way connected with any transaction between You and any Third Party Service Provider who may be included from time to time on the HeyDove Platform.
- 11.3. HeyDove's liability to any User of this service is limited to the total amount of fees paid by that User to HeyDove during the twelve month period prior to any incident causing liability of HeyDove.

## 12. DEFAULT IN TRANSACTIONS

- 12.1. If You, as a Do-vee or Hey-er, fail to complete a transaction and do not have a lawful excuse for such failure, then in addition to HeyDove's rights under this Agreement (including any HeyDove Policy) to suspend (temporarily or indefinitely) or terminate any User's account, You may be in breach of your obligations to both HeyDove and the Do-vee or Hey-er with whom You are transacting under a Task Contract.

## 13. PRIVACY

- 13.1. HeyDove's Privacy Policy, which is available at [HeyDove.com/privacy](https://HeyDove.com/privacy), applies to all Users and forms part of this Agreement. Use of the HeyDove Platform confirms that You consent to, and authorise, the collection, use and disclosure of your personal information in accordance with HeyDove's Privacy Policy.
- 13.2. Third Party Service providers will provide their service pursuant to their own Privacy Policy. Prior to acceptance of any service from a third party You must review and agree to their terms of service including their privacy policy.

## 14. NO WARRANTY

- 14.1. HeyDove service is provided on an "as is" basis, and without any warranty or condition, express or implied. To the extent permitted by law, we and our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement to extent allowed by law.

## 15. MODIFICATIONS TO THE AGREEMENT

- 15.1. HeyDove may modify this Agreement and/ or the Policies (and update the HeyDove pages on which they are displayed) from time to time. HeyDove will send notification of such modifications to your HeyDove account. You should check that account regularly.
- 15.2. Except as stated in this Agreement, in a Policy, or as otherwise notified to You, all amended terms will automatically be effective 30 days after they are initially notified to You. Each time You use the HeyDove Platform in any manner after the expiry of that 30 day period or such other notice period notified to You, You acknowledge any changes to the Agreement (including the Policies) and confirm your agreement to be bound by the Agreement as it may have been varied.
- 15.3. If You do not agree with any changes to this Agreement (or any of our Policies), You must terminate your HeyDove account and stop using the HeyDove Services. Except as specifically described in or authorised by this Agreement, the terms of this Agreement and any HeyDove Policy cannot be amended except in writing signed by You and HeyDove.

## 16. NO AGENCY

- 16.1. No agency, partnership, joint venture, employee-employer or other similar relationship is created by this Agreement. In particular You have no authority to bind HeyDove, its related entities or affiliates in any way whatsoever. HeyDove confirms that all Third Party Services that may be promoted on the HeyDove service are provided solely by such Third Party Service providers. To the extent permitted by law, HeyDove specifically disclaims all liability for any loss or damage incurred by You in any manner due to the performance or non performance of such Third Party Service.

## 17. NOTICES

- 17.1. Except as stated otherwise, any notices must be given by registered ordinary post or by email, either to HeyDove's contact address as displayed on the HeyDove Platform, or to HeyDove Users' contact address as provided at registration. Any notice shall be deemed given:



- (a) if sent by email, 24 hours after email is sent, unless the Hey-er is notified that the email address is invalid or the email is undeliverable, and
- (b) if sent by pre-paid post, three Business Days after the date of posting, or on the seventh Business Day after the date of posting if sent to or posted from outside Australia. In this section, "Business Day" means a day on which banks are open for general business in Sydney, New South Wales, other than a Saturday, Sunday or public holiday.
- (c) Notices related to performance of any Third Party Service must be delivered to such Third Party as set out in Third Party Service Provider terms and conditions.

## 18. MEDIATION AND DISPUTE RESOLUTION

- 18.1.** HeyDove encourages You to try and resolve disputes (including claims for returns or refunds) with other HeyDove Users directly. Accordingly, You acknowledge and agree that HeyDove may, in its absolute discretion, provide such of Your information as it decides is suitable to other parties involved in the dispute.
- 18.2.** HeyDove may provide access to a third party dispute resolution service ("Third Party Dispute Service"). If such a service is provided, either party may require the other party to submit the Third Party Dispute Service if the parties have failed to resolve the dispute directly. Terms and conditions for the Third Party Dispute Service are located at XXXXXX. HeyDove confirms that Third Party Dispute Service is a Third Party Service and subject to further terms set out for Third Party Services. The Users are responsible for paying any costs associated with the Third Party Dispute Service in accordance with the Third Party Dispute Service terms and conditions.
- 18.3.** Disputes with any Third Party Service provider must proceed pursuant to any dispute resolution process set out in the terms of service of the Third Party Service Provider.
- 18.4.** HeyDove has the right to hold any Task Payment the subject of a dispute in the Escrow Account, until the dispute has been resolved.
- 18.5.** If You have a complaint about the HeyDove Service please contact us at support.HeyDove.com.
- 18.6.** If HeyDove provides information of other HeyDove Users to You for the purposes of resolving disputes under this clause, You acknowledge and agree that such information will be used only for the purpose of resolving the dispute (and no other purpose) and that you will indemnify HeyDove against any claims relating to any other use of information not permitted by this Agreement.

## 19. TERMINATION

- 19.1.** Either party may terminate an account and this Agreement at any time for any reason.
- 19.2.** Termination of this Agreement does not affect any Task Contract that has been formed between HeyDove Users. If You have entered a Task Contract You must comply with the terms of that Task Contract including providing the goods or services or paying the price as applicable.
- 19.3.** Third Party Services are subject to Third Party Service provider terms and conditions.
- 19.4.** Sections 8 (Fees), 11 (Limitation of Liability), and 18 (Mediation and Dispute Resolution) and any other terms which by their nature should continue to apply, will survive any termination or expiration of this Agreement.

## 20. GENERAL

- 20.1.** The contract is written in accordance with the interpretation of the law and jurisdiction of the Hong Kong Special Administrative Region. In case of any dispute, the parties shall be subject to the exclusive jurisdiction of the courts of Hong Kong .
- 20.2.** The provisions of this Agreement are severable, and if any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforceable.
- 20.3.** This Agreement may be assigned or novated by HeyDove to a third party without your consent. In the event of an assignment or novation You will remain bound by this Agreement.

**20.4.** This Agreement sets out the entire understanding and agreement between You and HeyDove with respect to its subject matter.

## **21. SERVICE FEE SCHEDULE**

**21.1.** The Service Fee for an offer that has been accepted by a Hey-er is equal to Twenty per cent (20%) of the amount that was accepted.