

Domestic Services Agreement:

This document describes the terms and conditions by which Mylo Group Pty Ltd ACN 625 625 872 T/A Mylo Property Solutions **(Mylo) provides** domestic services to its customer.

What services does Mylo provide?

1. Mylo Property Solutions provides electrical and gas and smoke alarms safety checks as required under the Residential Tenancy Act Vic 1997.
2. Mylo warrants and represents that, where the service requires a licensed trade person, it will only use qualified, licensed, experienced and insured trade people to conduct the services.
3. Mylo undertakes to ensure that at all times, it will have product and professional indemnity insurance with respect to the services.
4. At a minimum, if the customer subscribes to the service, smoke alarms will be maintained annually along, and gas and electricity every second year as required by the residential tenancy laws.

Booking and terms of the agreement

4. The services can be provided by Mylo;
 - (a) on an annual basis as a subscription; or
 - (b) as a one-off service; and
 - (c) as a packaged service (electrical, gas and smoke alarm); or
 - (d) as an individual service.

Fees will vary depending on the service provided. Optimal package is the annual subscription for the three services, however, the customer may choose in his or her discretion.

5. If the customer books Mylo for any of the services;
 - (a) the customer agrees to these terms and conditions; and
 - (b) the customer must pay \$99 booking and subscription fee. The subscription fee is not refundable and does not include GST.

Delivery of the Services

6. Mylo or the designated service provider will liaise with the customer and agree on a date and time for the service provider to provide the services.
7. Once a date and time has been agreed with the customer, the date and time can only be changed by agreement between the customer and Mylo or the service provider. Any change must be agreed no

later than 24 hours before the date of the service.

8. the customer must allow the service provider access to the customer's premises and ensure that the premises are safe for the service provider to operate.
9. if the customer fails to enable access to the service provider for whatever reason, the customer must pay Mylo a non-refundable administration fee for the failed service call of \$88 plus GST
10. Mylo has a 90 minutes time frame for arrival policy which means that the service provider will arrive within 90 minutes of the agreed time. Whilst all endeavors will be taken to arrive on time, traffic and other circumstances may cause delay.

Term of the Subscription and fees

11. The subscription for the services is an annual subscription. The subscription will renew automatically at the anniversary of the agreement unless the customer cancels the subscription.
12. The customer may cancel the subscription by giving Mylo 60 calendar days' notice of cancellation. Cancellation can be for whatever reason. Paid subscription service fees are not refundable unless Mylo terminates the agreement without cause.
13. On each renewal of the service agreement, the customer is liable to pay Mylo the annual subscription service fee as per the package the year before.
14. The customer must pay Mylo the annual subscription fee or the service fee (for a single service call) plus Goods and Services Tax as per the quote and invoice issued to the customer. Until the fee is paid in full, Mylo does not have to provide the service.
15. The Mylo subscription has a minimum two year commitment, which falls outside the renewal period. This means that any cancellations will incur the cost the second year, regardless of timing of cancellation.

Privacy and Liability

15. Mylo will keep confidential any personal information provided by the customer including the provision of the services. Mylo does not maintain customer's credit card details or any financial information.
16. To the extent permitted by law, Mylo will not be responsible and will be excluded from all liability, for any loss or damage whatsoever (including personal injury, loss of life and damage to property) that the customer or another person may suffer in connection with the services. Mylo maximum liability shall be to resupply the services at no cost to the customer.

Miscellaneous

17. Any indulgence, latitude or extension of time which Mylo may show towards the customer in relation to any of the services, shall not in any way prejudice or interfere with Mylo's rights under this Agreement. Mylo can only waive its rights expressly and in writing.
18. The Customer acknowledges that other than as specified in this Agreement, Mylo did not provide any representations and or warranties and the Customer is entering into this agreement based on its own inquiries and not under inducement by Mylo.
19. Any notice to be given under these terms and conditions must be in writing and be given to the addresses noted on the application form. Notice can be emailed. If the notice is mailed, it will be deemed received 6 calendar days after its date of dispatch and if it is emailed, it will be deemed received the following business day.
20. These terms and conditions are governed by the laws of Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria and any courts of appeal from them and waive the right to argue forum non convenient.
21. Unless expressly stated in this Agreement, each of Mylo Property Solutions and the Customer are engaged as an independent contractor and nothing in this Agreement shall be interpreted to imply a relationship of partnership or employer employee or principal and agent.