

### **Domestic Services Agreement:**

This document describes the terms and conditions by which Maymon 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 always ensure that, 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.

#### Terms of the agreement and fees - General

5. The services can be provided by Mylo;
  - (a) as a packaged service on a monthly subscription basis (electrical, gas, smoke alarm, and any additional services as specified with the package); or
  - (b) on an annual subscription basis; or
  - (c) as a one-off service; or
  - (d) as an individual service.

Fees will vary depending on the service provided. Optimal package is the monthly subscription; however, the customer may choose at his or her discretion. Discounts and other variations of pricing can be confirmed between parties.

6. If the customer signs up for a subscription service, either monthly or annual, they are agreeing to a minimum two-year commitment.
7. Upon renewal of all MYLO Property Safety Packages a new 24-month agreement will commence.
8. The customer must pay Mylo the annual subscription fee, or monthly 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.

9. Smoke alarms are not included in the subscription and incur an additional cost should they need replacing. Battery operated alarms are \$39 plus GST (as of January 1st 2023). Hardwired 240v smoke alarms are priced on a case-by-case basis.
10. The customer agrees, unless otherwise specified, that any faulty battery-operated alarm will be replaced onsite without additional approval.
11. If any additional battery-operated alarms are required in the premises to meet compliance, these will also be installed without additional approval.
12. It is the responsibility of the customer to ensure the smoke alarm compliance once Mylo has submitted reports.

#### Terms of the agreement and fees – Monthly based subscriptions

13. MYLO Property Silver Package total cost for the full 24 months is \$728 ex GST, starting with an initial first month fee of \$99 ex GST, followed by a monthly fee of \$27.34 ex GST for the remaining 23 months of the agreement. Silver Package without Gas total cost for the full 24 months is \$388 ex GST, starting with an initial first month fee of \$99 ex GST, followed by a monthly fee of \$12.56 ex GST for the remaining 23 months of the agreement.
14. MYLO Property Gold Package total cost for the full 24 months is \$1,248 ex GST, starting with an initial first month fee of \$99 ex GST, followed by a monthly fee of \$49.95 ex GST for the remaining 23 months of the agreement. Gold Package without Gas total cost for the full 24 months is \$908 ex GST, starting with an initial first month fee of \$99 ex GST, followed by a monthly fee of \$35.17 ex GST for the remaining 23 months of the agreement.
15. MYLO Property Platinum Package total cost for the full 24 months is \$3,120 ex GST, charged monthly at \$130 ex GST per month for the duration of the agreement. Platinum Package without Gas total cost for the full 24 months is \$2,780 ex GST, charged monthly at \$115.83 ex GST per month for the duration of the agreement.
16. MYLO Property monthly subscription-based Safety Packages billing cycle will commence at the date of sign-up, and charged monthly thereafter.
17. The customer may cancel a monthly subscription-based Safety Package by giving Mylo one full billing cycle notice of cancellation. Cancellation can be for whatever reason.
18. An early termination fee of \$680 plus GST

will apply to all early terminations with any MYLO Property Safety Packages. In addition, fees for any service calls used while under the agreement, will be charged as follows: A fee of \$135 including GST per hour for any Electrician and/or Plumber service.

19. All monthly package charges up to termination date will be credited against the early termination fee.
20. MYLO monthly subscription-based fees are not refundable unless Mylo terminates the agreement without cause. No cash refunds will be provided.
21. Electrician and Plumber calls are included with the first hour of trade labour covered.
22. All required materials are chargeable and will be quoted as required.
23. Additional Electrician and Plumber hours over and above the first hour will be charged at \$135 per hour including GST.
24. Payments for all MYLO Property Safety Packages are due within 30 days from invoice date.

#### Terms of the agreement and fees Annual based subscriptions

25. MYLO Property annual subscription package (electrical, gas, and smoke alarm) require minimum two years commitment and cost \$290 ex GST per annum based on a two years agreement. The second installment of \$290 ex GST is a balance payment and is payable regardless of state of property. Both the initial first year fee of \$290 ex GST and the 2nd installment of \$290 ex GST for the 2nd year are due for payment within 30 days from invoice date.
26. All MYLO Property annual subscription- based Safety Packages billing cycle will commence at the date of sign-up, and charged annually thereafter.
27. The customer may cancel an annual subscription-based Safety Package by giving Mylo 60 calendar days' notice of cancellation. Cancellation can be for whatever reason. Paid annual subscription service fees are not refundable unless Mylo terminates the agreement without cause.
28. 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.
29. 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.

#### Delivery of the services

30. 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.
31. 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.
32. 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.
33. If the customer fails to enable access to the property to the service provider for whatever reason for a second time, a non-refundable administration fee for the failed service call of \$88 plus GST is payable.
34. The \$88 plus GST fee will continue to be charged at every missed appointment from the second time onwards.
35. Mylo has a 120 minutes time frame for arrival policy which means that the service provider will arrive within 120 minutes of the agreed time. Whilst all endeavours will be taken to arrive on time, traffic and other circumstances may cause delay.

#### Privacy and liability

36. 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.
37. 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

38. 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.
39. 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.

40. 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.
41. 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.
42. 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.

#### Late payments and accounts recovery fees

43. Payments for all Mylo services are due within 30 days from invoice date. If payment is not received within those 30 days, any overdue and unpaid balances will be charged at an interest rate of 9.5% per month, charged daily until the balance is paid.
44. Shall Mylo have to use a debt collection agency or lawyers in order to recover any unpaid fees for services rendered, the customer may incur additional fees to cover the additional costs.