



SERVICES AGREEMENT

PARTIES

Red Debtor

Red Debtor Commercial Pty Ltd (ACN 631 812 809), an Australian company, who is the operator of the website at www.reddebtor.com.au and www.reddebtor.com.

(referred to in this Agreement as **Red Debtor**)

The Account Holder

The Account Holder is a customer who has engaged Red Debtor to list a claim on www.reddebtor.com.au and who has acknowledged agreement to these terms during the Account opening or Listing process.

(referred to in this Agreement as the **Account Holder**)

PURPOSE OF THIS DOCUMENT

This document contains the terms and conditions relating to the services Red Debtor provides to the Account Holder.

THE TERMS AND CONDITIONS:

1. DEFINITIONS

- (a) "Accomplish Legal" means the law firm who is responsible for verifying Listings and who the Account Holder engages to send a letter of demand seeking repayment of the debt.
- (b) "Account" means the customer account created by the Account Holder on the Site.
- (c) "Business Related" means a debt that arises as the result of a professional business transaction for trade or commerce between the Account Holder and a company, business or an individual trading as a business.
- (d) "Debtor" means a business that the Account Holder has listed on the Site as owing money to the Account Holder.
- (e) "Fee" means the price charged to the Account Holder by Accomplish Legal upon sending the letter of demand in relation to any Listing.
- (f) "Listing" means a claim listed on the Site.
- (g) "Listing Process" means the process by which information is provided by the Account Holder to Red Debtor for the purpose of any Listing.
- (h) "Private Listing" means a claim recorded on the Site which is not publically available to users of the Site other than the Account Holder and the Debtor.
- (i) "Searcher" means a person or entity that uses our Site to search the Listings.
- (j) "Services" means any services Red Debtor provides the Account Holder in relation to a Listing.
- (k) "Site" means the computing hardware and software installation used to operate the Red Debtor site at www.reddebtor.com.au and www.reddebtor.com.

- (l) "Supporting Documents" means any documents the Account Holder uploads in support of the Listing during the Listing Process.

2. AGREEMENT TO PROVIDE SERVICES

- (a) This document constitutes the entire agreement between Red Debtor and the Account Holder for the provision of Services. This contract cannot be varied unless Red Debtor agrees to vary it in writing.
- (b) The agreement is formed when the Account Holder agrees to be bound by these terms during the process of creating an Account or making a Listing.
- (c) Red Debtor may make changes to these terms from time to time. In the event of any change, Red Debtor will notify the Account Holder of the change by email and the new terms will apply for any Listings the Account Holder creates from that time forward.
- (d) The Services that Red Debtor provides to the Account Holder are limited to services involving the collection and publication of information regarding the claims that are the subject of Listings. The Services provided do not include any services relating to the issue of a letter of demand or other services relating to the pursuit of payment of any claim. Such services are to be provided exclusively by Accomplish Legal and will be the subject of separate terms of engagement between the Account Holder and Accomplish Legal.
- (e) In providing the Services, Red Debtor acts solely in its own capacity in accordance with the terms of this agreement. Red Debtor is not authorised to act as the Account Holder's agent or the agent of any other party the purpose of any of the Services.

3. YOUR ACCOUNT WITH RED DEBTOR

- (a) Any prices listed on the Site or quoted to the Account Holder in connection with the Account Holder's Account are quoted in Australian dollars and are inclusive of GST unless otherwise stated.
- (b) Fees charged to the Account Holder in relation to any Listing are limited to fees charged by Accomplish Legal in connection with the Letter of Demand.
- (c) The Account Holder's Account is to be accessed by a single user using the email address and password nominated by the Account Holder when the Account was created. The Account Holder may not allow others to use our Services through the Account Holder's Account.
- (d) Red Debtor uses its best endeavours to ensure that the Services and Site are available at all times. Red Debtor will endeavour to provide the Account Holder with prior notice when Red Debtor is aware that the Services and Site will be unavailable. Interruption to the Services or Site for reasonable periods for maintenance or reasons beyond Red Debtor's control does not entitle the Account Holder to reimbursement of the Account Holder's Fees. Red Debtor is not liable for any loss or inconvenience caused by any unavailability of the Services or Site.

4. BUSINESS USE ONLY

- (a) All Listings must be for debts that are Business Related.
- (b) Prior to any Listing, a valid Australian Business Number must be submitted to Red Debtor correctly identifying the business against which the debt is claimed.
- (c) Listings must not be for debts that are claimed to be owed by an individual that is intended to be used wholly or primarily:
 - i. for personal, family or household purposes; or
 - ii. to acquire, maintain, renovate or improve residential property for investment purposes.

5. LISTING OF CLAIMS

- (a) The Account Holder warrants that all information provided by the Account Holder in relation to any Listing is accurate and up-to-date.
- (b) The Account Holder must not submit a Listing in circumstances where the Account Holder does not genuinely believe the debt to be owing.
- (c) Red Debtor may refuse to publish any Listing if it is not satisfied that the Supporting Documents uploaded in connection with the Listing adequately support the Listing or properly respond to any information requested by Accomplish Legal during the Listing Process.
- (d) Red Debtor may withdraw a Listing from the Site once it has been paid in full by the debtor and once any timeframes or other conditions Red Debtor set from time to time have been met.
- (e) Red Debtor may withdraw any disputed Listing from the Site at any time at its discretion.
- (f) Red Debtor may withdraw any other Listing from the Site at its discretion subject to arranging a refund of any Fees paid by the Account Holder if it has otherwise complied with the terms of this agreement when submitting the Listing.
- (g) The Account Holder authorises Red Debtor to provide to Accomplish Legal any information the Account Holder has provided to Red Debtor in relation to any Listing for the purpose of verifying the Listing and demanding payment of the debt.

6. TERMINATION OF ACCOUNT

- (a) In the event the Account Holder breaches any of these terms, Red Debtor may suspend or terminate the Account Holder's Account without prior notice.
- (b) Upon termination, the Account Holder is not entitled to refund of any Fees and any Listings the Account Holder has created will remain on the Site subject to the usual terms of the Listing at the time it was created.

7. LIMITATION OF LIABILITY

- (a) Except as expressly provided under this Agreement, to the maximum extent permitted by law, Red Debtor excludes all other warranties, terms, conditions, undertakings, representations and consumer guarantees (express, implied, statutory or otherwise).
- (b) To the maximum extent permitted by law, Red Debtor is not liable to the Account Holder in any circumstance for any indirect, economic, special, or consequential loss, or for the loss of revenue, loss of production, loss of profit or loss of data, arising out of or in connection with the Account Holder's use of the Site or Services.
- (c) In the event of any claim by the Account Holder against Red Debtor (including pursuant to any condition, warranty or guarantee implied by law), Red Debtor's liability is limited, at Red Debtor's sole discretion, to either the re-supply of the Services or the payment of the cost of having the Services supplied again.

8. INDEMNITY

- (a) The Account Holder indemnifies and holds Red Debtor harmless against any actions, claims or demands made by third parties or any loss or expense incurred by Red Debtor, including any legal costs incurred by Red Debtor calculated on an indemnity basis, due to or arising in any way out of a Listing the Account Holder submits to Red Debtor that is published on the Site.

9. INTELLECTUAL PROPERTY RIGHTS

- (a) In respect of any information the Account Holder provides to us during the Listing Process, the Account Holder grants to Red Debtor an irrevocable licence to use that information for the purpose of the Listing, including publishing information relating to the Listing.

10. USE OF WEBSITE

- (a) When accessing and using the Site, the Account Holder agrees to be bound by the terms of use of the Site as may be amended from time to time and accessible from the home page of the Site or directly via this [link](#).
- (b) Red Debtor may make improvements or other changes to the Site at any time without prior notice.

11. PRIVACY

- (a) Red Debtor is subject to the [Privacy Act 1988 \(Cth\)](#) (“**Privacy Act**”) which governs how Red Debtor deals with personal information.
- (b) Red Debtor has a Privacy Policy that provides further information regarding the collection, storage, use and disclosure of personal information, including how individuals may:
 - i. access any of their personal information held by Red Debtor;
 - ii. seek to have that personal information corrected; and
 - iii. complain if they feel that any personal privacy has been breached, along with information on how the complaint will be dealt with.
- (c) The Account Holder can access Red Debtor’s Privacy Policy from the home page of the Site or directly via this [link](#).

12. GOVERNING LAW

- (a) This Agreement shall be governed by and construed in accordance with the laws of Victoria, and the Account Holder and Red Debtor submit to the exclusive jurisdiction of its courts.