

Terms and Conditions

Lletly

Operated by Pierpoint Group Pty Ltd

Website: Lletly.com

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1. Introduction

These Terms and Conditions apply to your access to and use of the Lletly website, platform, services, tools, payment features, listing services, booking services, messaging features, account features and any related services made available through Lletly.com. In these Terms, “Lletly”, “we”, “our” and “us” means Lletly, operated by Pierpoint Group Pty Ltd. By accessing or using the Lletly platform, creating an account, listing a property, making a booking, accepting a booking, or otherwise using our services, you agree to be bound by these Terms. If you do not agree to these Terms, you must not use the Lletly platform. These Terms should be read together with our Privacy Policy, cancellation policies, host rules, listing rules, payment terms, community standards, and any other policy or notice displayed on our website or during the booking process.

2. Australian Consumer Law

These Terms are subject to the Australian Consumer Law. Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with our services, you may be entitled to cancel your service contract with us and receive a refund for the unused portion or compensation for reduced value. You may also be entitled to compensation for other reasonably foreseeable loss or damage. Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right, remedy or protection that cannot lawfully be excluded, restricted or modified. Where we limit or exclude liability in these Terms, we do so only to the maximum extent permitted by law.

3. Definitions

In these Terms: Account means an account created on the Lletly platform. Accommodation means a property, room, dwelling, short-stay accommodation, holiday accommodation or other place listed by a Host on the Lletly platform. Approved Occupant means a person included in a Booking or otherwise approved by the Host to enter or stay at the Accommodation in connection with that Booking. Booking means a reservation made by a Guest for Accommodation through the Lletly platform. Guest means a person who searches for, requests, books, pays for, stays at or otherwise uses Accommodation listed on the Lletly platform, including any person included in the booking group. Host means a person, business, property owner, property manager, agent, lessee or other authorised person who creates or manages a Listing on the Lletly platform. Listing means a property advertisement, accommodation page or host offer made available on the Lletly platform. Lletly App means the Lletly web app, including any progressive web app, home-screen version or similar web-based application made available by Lletly. Platform means the Lletly website, Lletly App, systems, booking tools, payment tools, account tools, messaging tools and related services. Payment-Processing Fee means a fee charged by Lletly’s payment processor for processing a payment associated with a Booking. Service Fee means any fee charged by Lletly to Guests, Hosts or both for use of the Platform. Total Booking Price means the total amount shown to the Guest at checkout, including accommodation price, cleaning fees, service fees, taxes, levies and any other charges shown before payment. User means any Guest, Host or other person who accesses or uses the Platform.

4. Our Role as a Platform

Lletly provides an online marketplace that allows Hosts to list Accommodation and Guests to search for and book Accommodation. Unless expressly stated otherwise, Lletly does not own, lease, operate, manage, inspect, control or provide the Accommodation listed by Hosts. When a Guest makes a Booking and the Booking is

accepted or confirmed, a separate agreement is formed directly between the Guest and the Host. Lletly is not a party to that accommodation agreement, except to the extent we provide platform, booking, payment facilitation, support, compliance, dispute management or other services. Hosts are responsible for their Listings, Accommodation, prices, availability, house rules, safety, legal compliance, taxes, levies, guest communications and delivery of the

accommodation service. Guests are responsible for reading the Listing, house rules, cancellation policy, total price, check-in requirements and any other conditions before making a Booking.

The allocation of responsibility, release, limitation of liability and indemnity provisions in Sections 22 and 23 apply to all Users and to dealings between Hosts, Guests, other Users and third parties arising from or connected with use of the Platform.

5. Eligibility and Accounts

You must be at least 18 years old to create an Account, make a Booking or list Accommodation on the Platform. You must provide accurate, current and complete information when creating or using an Account. You are responsible for maintaining the confidentiality of your login details and for all activity that occurs under your Account. You must notify us promptly if you believe your Account has been accessed without authorisation. We may refuse registration, suspend an Account, restrict access or remove access to the Platform where reasonably necessary, including where we believe that a User has breached these Terms, provided false information, failed verification, created a safety risk, engaged in fraud, misused the Platform, breached the law or caused harm to another User or to Lletly.

Removal of completed orders and Bookings from user dashboards

Lletly periodically removes completed Booking and order information from the user-facing areas of the Platform.

During the first week of each calendar month, all completed Host order records and all completed Guest Booking records displayed in the relevant Host or Guest dashboard will be removed from ordinary user-facing dashboard access.

Hosts and Guests are responsible for downloading, saving or otherwise retaining any completed order, Booking, transaction or related information they wish to keep before that information is removed from their dashboard.

Users should not rely on completed orders or Bookings remaining indefinitely available through their Lletly dashboard.

Removal of an order or Booking from a user-facing dashboard does not necessarily mean that the underlying Booking, transaction, payment, communication, compliance or other record has been permanently deleted from Lletly's systems.

Lletly may continue to retain records where required or permitted for purposes including:

- a. legal and regulatory compliance;
- b. tax, GST and accounting obligations;
- c. payment and payout reconciliation;
- d. refunds and chargebacks;
- e. fraud prevention;
- f. safety and security;
- g. dispute and damage-claim management;
- h. STRA or other accommodation-compliance obligations;
- i. investigations and enforcement;
- j. authority requests; and
- k. any other purpose permitted or required by applicable law or the Lletly Privacy Policy.

Hosts and Guests acknowledge and agree that they are responsible for maintaining their own copies of completed order and Booking information where they require that information after it has been removed from their dashboard.

For the purposes of this section, removal from the dashboard means removal from ordinary user-facing access through the relevant Lletly Account and does not require Lletly to delete records that Lletly is entitled or required to retain internally.

Despite the ordinary monthly removal process, Lletly may retain or continue displaying a completed Booking or Host order in the relevant user-facing dashboard where that Booking or order is connected with an unresolved refund, payment adjustment, payout, chargeback, payment dispute, damage claim, complaint, investigation, safety matter, legal or regulatory matter, or other ongoing Platform process.

The Booking or order may remain available until Lletly considers the relevant process sufficiently concluded. Removal during the first week of the month therefore applies only where Lletly does not reasonably require the Booking or order to remain available for an active Platform process.

6. Identity Verification

Lletly may require Guests, Hosts or other Users to complete identity verification before using certain features, making a Booking, accepting a Booking, receiving payouts or continuing to use the Platform. Identity verification may include providing government-issued photo identification and completing facial recognition or biometric comparison checks. Lletly may refuse, cancel, suspend or restrict access to the Platform where identity verification is incomplete, unsuccessful, suspicious, inconsistent or required by law. Identity verification does not guarantee that a User is safe, suitable, trustworthy or free from risk. Users remain responsible for exercising reasonable care when dealing with other Users.

Lletly verified status

Lletly may provide a verified status, verification badge or another indication that a User has completed Lletly's identity-verification process.

A Lletly verified status is an internal Platform status only. It indicates that the User has completed the identity-verification steps required by Lletly and that Lletly's internal verification process produced a satisfactory result at the relevant time.

A verified status must not be treated or relied upon as conclusive proof or a guarantee of a User's:

- a. identity;
- b. authority;
- c. ownership or control of Accommodation;
- d. character;
- e. honesty;
- f. suitability;
- g. safety;
- h. trustworthiness;
- i. financial standing;
- j. legal capacity;
- k. intentions; or
- l. future conduct.

Identity verification does not mean that Lletly guarantees that a User is genuine, suitable, trustworthy, free from fraud or misrepresentation, or safe to deal with.

Lletly's identity-verification process is designed and operated internally by Lletly. Lletly does not rely on an external identity-verification provider to make the Lletly verification determination.

Lletly may, however, where permitted or required by law, obtain, validate, compare or consider information from Australian authorities, regulators, government databases, payment providers or other lawful information sources as part of its verification, fraud-prevention, safety or compliance processes.

Hosts and Guests remain responsible for exercising reasonable care when dealing with each other.

Each Host and Guest must take their own reasonable precautions and, where appropriate, their own reasonable steps to satisfy themselves as to the identity, authority, legitimacy and suitability of the person with whom they are dealing.

Depending on the circumstances, reasonable precautions may include confirming that:

- a. communications are consistent with the relevant Lletly Account and Booking;
- b. the person communicating appears authorised to act in relation to the Booking or Accommodation;
- c. material Booking arrangements are recorded through the Lletly Platform;
- d. payment requests are made only through authorised Lletly processes; and
- e. unusual, suspicious or inconsistent conduct is reported to Lletly before proceeding.

Any independent verification or precautions taken by a User must be lawful, reasonable and consistent with applicable privacy and other laws.

A User must not rely solely on a Lletly verification badge or verified status when deciding whether to interact, transact or otherwise deal with another User.

Completion of Lletly's identity-verification process does not transfer to Lletly responsibility for a Host's or Guest's decision to deal with another User and does not remove the obligation of Hosts and Guests to exercise reasonable care.

Our collection, use, storage and disclosure of identity information is handled in accordance with our Privacy Policy.

7. Guest Terms

7.1 Searching and Booking

Guests may search for Accommodation using available filters, dates, locations, price ranges, property types, guest numbers and other search features.

Search results may depend on factors including availability, price, location, Listing quality, reviews, Host responsiveness, Guest preferences, platform testing, promotional activity, compliance status and other factors we consider relevant. A Booking is not confirmed until the Platform shows confirmation, payment has been authorised or processed where required, and the Host has accepted or the Booking is otherwise confirmed through the Platform.

7.2 Total Booking Price

Before completing a Booking, Guests will be shown the price and charges payable for the Booking. The Total Booking Price may include accommodation charges, cleaning fees, Guest service fees, Host fees, taxes, GST where applicable, payment processing charges, state or local levies, security deposits, damage deposits or other fees shown during checkout. By completing a Booking, you agree to pay the Total Booking Price and any other amount that you authorise or that becomes payable under these Terms, the Listing terms, the cancellation policy or applicable law.

7.3 Guest Responsibilities

Guests must:

- a. provide accurate booking and contact information;
- b. comply with these Terms, the Listing terms, house rules and applicable laws;
- c. use the Accommodation only for lawful short-stay accommodation purposes;
- d. ensure all members of the booking group comply with these Terms and the Host's rules;

- e. not exceed the maximum number of Guests allowed;
- f. leave the Accommodation in a reasonably clean and undamaged condition;
- g. respect neighbours, common areas, property rules and local community standards;
- h. not hold unauthorised parties, events or gatherings;
- i. not smoke, bring pets or use facilities unless permitted by the Listing;
- j. report damage, safety issues or serious concerns promptly; and
- k. pay for damage, extra cleaning, missing items, unauthorised guests, overstays or other valid charges where permitted by law and supported by evidence.

7.4 Accommodation Licence

A paid and confirmed Booking gives the Guest a limited licence to enter, occupy and use the Accommodation for the booked period only. A Booking does not create a tenancy, lease, residential tenancy agreement, licence to reside, or any other interest in land, except where applicable law says otherwise.

Guests must leave the Accommodation by the checkout time stated in the Listing or booking confirmation. If a Guest remains at the Accommodation beyond checkout without the Host's approval, the Host may require the Guest to leave and may charge reasonable overstay fees, additional accommodation charges, extra cleaning charges, or other costs permitted by law.

7.5 Guest Assumption of Risk

Guests acknowledge that travel and accommodation involve risks, including risks relating to property condition, personal safety, weather, transport, health, accessibility, neighbourhood conditions and interactions with other people. Guests are responsible for deciding whether Accommodation is suitable for their needs before booking. Guests should consider obtaining appropriate travel insurance.

8. Host Terms

8.1 Hosting on Lletly

Hosts may use the Platform to create Listings, manage availability, communicate with Guests, accept Bookings and receive payouts, subject to these Terms and any Host policies. Hosts are independent from Lletly. Hosts are not employees, agents, partners, representatives or contractors of Lletly. Hosts control their Accommodation, Listing content, prices, availability, rules and services, subject to these Terms, platform rules and applicable law.

8.2 Host Authority

By creating a Listing, the Host represents and warrants that they:

- a. have the legal right and authority to list and offer the Accommodation;
- b. are the owner, authorised manager, authorised lessee, authorised agent or otherwise legally permitted to offer the Accommodation;
- c. have obtained all approvals required from owners, landlords, body corporates, owners corporations, councils, government authorities or other relevant parties;
- d. will comply with all laws, permits, licences, registrations and approvals that apply to the Accommodation; and
- e. will keep all Listing information accurate, complete and up to date. If the Host acts on behalf of a company, trust, partnership, property owner or other entity, the Host confirms that they have authority to bind that entity to these Terms.

8.3 Listing Requirements

Hosts must ensure that Listings are accurate, current and not misleading.

A Listing must clearly disclose:

- a. the Accommodation location;

- b. the type of Accommodation;
- c. sleeping arrangements;
- d. maximum guest numbers;
- e. accessibility limitations where relevant;
- f. house rules;
- g. cleaning fees and other mandatory fees;
- h. cancellation policy;
- i. check-in and checkout requirements;
- j. security cameras or monitoring devices where legally permitted;
- k. safety hazards or important limitations;
- l. pet, smoking, party and event rules; and
- m. any other material condition that may affect a Guest's decision to book. Hosts must not list Accommodation that is unsafe, unlawful, unavailable, misleading, discriminatory, fraudulent or in breach of any lease, mortgage, body corporate rule, planning requirement, council rule, strata rule, owners corporation rule or government requirement.

Accommodation classification, exclusive occupancy and shared accommodation

For the purposes of Lletly, the Accommodation type selected and advertised in a Listing determines the occupancy arrangement that the Guest is entitled to expect.

House, Apartment and Unit

A Listing classified or advertised as a House, Apartment or Unit is deemed to be entire Accommodation.

A House, Apartment or Unit booked through Lletly is for the sole and exclusive occupancy and use of the Guest and Approved Occupants during the Booking period.

The Host, owner, landlord, property manager, family member, another Guest or any other occupant must not reside in, stay in or share the internal living areas of a House, Apartment or Unit during the Guest's Booking.

A Host must not advertise or classify Accommodation as a House, Apartment or Unit where the Host or another person will reside in or share the same dwelling with the Guest during the Booking.

If the Host or another person resides in or shares the dwelling, the Accommodation must instead be classified and advertised as a Room or another shared-accommodation type permitted by Lletly.

Room

A Listing classified or advertised as a Room is deemed to be shared Accommodation.

A Room may be a private sleeping room for the exclusive use of the Guest, but the Guest must understand from the Listing that the Room forms part of a property that may also be occupied or used by the Host, owner, landlord, family members, other Guests or other occupants.

A Room Listing must clearly and prominently disclose, at or near the beginning of the Listing description:

- a. that the Accommodation is a Room and forms part of an occupied or shared property;
- b. who may reside in, occupy or use the property during the Booking;
- c. whether the Guest's Room itself is private;
- d. whether the Guest has a private or shared entrance;
- e. which bathrooms, toilets, kitchens, living areas, hallways, laundry facilities, outdoor areas, parking areas and other facilities are private and which are shared; and
- f. any other occupancy or sharing arrangement that may reasonably affect the Guest's decision to book.

A Host must not use the House, Apartment or Unit classification to advertise Accommodation that is in substance a Room or shared-accommodation arrangement.

A Listing that does so may be treated by Lletly as inaccurate, misleading or materially misrepresented and may result in cancellation, refund, Listing restriction, suspension or other action under these Terms and applicable Lletly policies.

For clarity, exclusive occupancy of a House, Apartment or Unit relates to the booked Accommodation itself. It does not necessarily provide exclusive use of disclosed common property outside the Accommodation, including apartment-building foyers, lifts, corridors, communal pools, shared driveways, common gardens or other communal facilities.

Nothing in this section prevents lawful or reasonably necessary Host access permitted under these Terms, the Lletly Host Policy or applicable law, including access with the Guest's consent, emergency access or access reasonably necessary to prevent serious property damage.

8.4 Host Legal Compliance

Hosts are responsible for understanding and complying with all laws that apply to their Accommodation and hosting activity.

This may include laws and requirements relating to short-term rental accommodation, STRA registration, planning, zoning, building safety, fire safety, smoke alarms, pool safety, emergency access, insurance, taxation, GST, government levies, local council rules, body corporate rules, strata rules, owners corporation rules, tenancy restrictions, anti-discrimination laws, privacy laws and consumer laws.

Where a jurisdiction requires a registration number, permit number, STRA number, exemption, declaration or other compliance detail to be displayed, verified or reported, Hosts must provide accurate information and keep it current.

Hosts are responsible for any booking, accommodation, property, tax, registration, exemption, licensing, permit, planning, council or other compliance information that applicable law requires the Host, property owner or tenant to provide or report.

Where applicable law instead places a collection, reporting, lodgement or payment obligation on Lletly as the booking platform, Lletly will perform that obligation to the extent required by law. A Host must provide complete and accurate information reasonably required for Lletly to do so.

Lletly may request evidence of legal compliance and may suspend, remove or restrict a Listing if the Host does not provide satisfactory evidence.

8.5 Host Insurance

Hosts are responsible for obtaining and maintaining appropriate insurance for their Accommodation and hosting activities. Lletly does not guarantee that any Host's existing home, landlord, building, contents, public liability or short-stay insurance will cover short-term rental activity. Hosts should seek professional advice about insurance coverage.

8.6 Host Responsibilities During a Booking

Hosts must:

- a. provide the Accommodation as described in the Listing;
- b. honour confirmed Bookings unless a valid cancellation reason applies;
- c. ensure the Accommodation is clean, safe and reasonably fit for occupation;
- d. provide access instructions in a timely way;
- e. respond to Guest communications within a reasonable time;
- f. maintain accurate calendars and prices;
- g. not impose undisclosed fees or conditions after Booking confirmation;
- h. comply with privacy laws when handling Guest information;
- i. treat Guests fairly and respectfully; and
- j. not discriminate unlawfully.

8.7 Host Cancellations

Hosts should not cancel confirmed Bookings without a valid reason. If a Host cancels a confirmed Booking without a valid reason, Lletly may apply consequences including cancellation fees, reduced search ranking, temporary suspension, loss of promotional eligibility, removal of the Listing or Account restriction. Lletly may assist the Guest to obtain a refund or alternative accommodation, but does not guarantee that equivalent alternative accommodation will be available.

9. Payments, Fees and Payouts

9.1 Payment Processing

Payments on the Platform may be processed by Stripe, Stripe Connect, card networks, banks or other third-party payment processors. By using the Platform, you agree to comply with the applicable payment processor terms. Lletly does not store full credit card details. Payment information may be collected, processed, stored or tokenised by Stripe or another payment processor.

9.2 Guest Payments

Guests authorise Lletly and its payment processors to charge the selected payment method for the Total Booking Price and any other amounts authorised by the Guest or payable under these Terms. If payment cannot be processed, Lletly may cancel or refuse the Booking. Guests are responsible for ensuring that payment details are accurate and that sufficient funds are available.

9.3 Host Payouts

Host payouts are processed through the Platform and relevant payment processors. Host payouts may be reduced by:

- a. Lletly commission or Host service fees;
- b. payment processing fees;
- c. refunds;
- d. chargebacks;
- e. taxes, GST or levies where applicable;
- f. damage claims or adjustments;
- g. cancellation charges;
- h. amounts owed by the Host to Lletly; and
- i. other amounts disclosed during the listing, booking or payout process. Payout timing may depend on the payment processor, Host verification, payout method, fraud checks, chargeback risk, compliance checks, public holidays, bank processing times and other operational factors. Lletly may delay, withhold, reverse or adjust payouts where reasonably necessary to manage refunds, disputes, suspected fraud, chargebacks, compliance issues, legal requirements or breaches of these Terms.

9.4 Fees

Lletly may charge fees to Guests, Hosts or both. Fees will be disclosed where required during the booking, listing or payout process. Lletly may change its fees by giving reasonable notice. Fee changes will not apply to Bookings already confirmed unless the change is required by law or relates to taxes, levies or third-party charges outside our reasonable control.

9.5 Off-Platform Payments

Users must not request, offer, accept, make or encourage payments outside the Platform for Bookings introduced through Lletly, except where Lletly expressly permits it in writing. Users must not use the Platform to avoid fees, taxes, levies, safety checks, identity verification or other platform requirements. A breach of this section may result in cancellation, suspension, removal of Listings, Account restriction or other action.

10. Taxes, GST and Government Levies

Hosts are responsible for determining and complying with the taxes, registrations, reporting obligations and other government requirements that apply to them, except where applicable law places a particular collection, reporting, lodgement or payment obligation on Lletly as the booking platform.

This may include income tax, GST, local accommodation taxes, tourism levies, registration obligations and other taxes or charges applying to the Host or the Accommodation.

Where applicable law makes Lletly responsible as the booking platform for calculating, collecting, reporting, lodging or paying a tax or levy in connection with a Booking, Lletly will perform that obligation to the extent required by law.

For Victorian short-stay Bookings made through the Lletly Platform, Lletly will collect, report, lodge and pay the Victorian short-stay levy where Lletly is legally responsible for doing so as the booking platform.

A Host remains responsible for any tax, levy, registration, declaration, exemption or reporting obligation that applicable law places directly on the Host, property owner or tenant.

Hosts must provide Lletly with complete and accurate property, exemption, registration, tax and other information reasonably required for Lletly to comply with any booking-platform obligation.

Where a Host provides inaccurate or incomplete information, the Host remains responsible, to the extent permitted by law, for loss, liability, assessment, penalty or compliance consequences attributable to that incorrect information.

Nothing in this section transfers to a Host an obligation that applicable law expressly places on Lletly as the booking platform.

11. Cancellations, Refunds and Booking Changes

11.1 Acceptance of cancellation and refund terms

Each Listing may have its own cancellation period. The applicable cancellation terms will be displayed before the Guest completes the Booking.

By completing a Booking, the Guest agrees to the cancellation and refund terms applicable to that Booking, including the treatment of the Payment-Processing Fee described in this section and the Guest Policy.

By creating a Listing, accepting a Booking or continuing to act as a Host, the Host agrees to the Host-cancellation obligations described in this section and the Host Policy.

11.2 Guest cancellations

Where a Guest cancels a Booking before scheduled check-in:

- if the Guest cancels on or before the applicable cancellation deadline, the Guest will receive a refund of the amount paid for the Booking less the applicable Payment-Processing Fee; or
- if the Guest cancels after the applicable cancellation deadline but before scheduled check-in, the Guest will receive the applicable 50% cancellation refund, with the Payment-Processing Fee excluded from the refundable amount.

The Payment-Processing Fee charged on the original Booking payment is therefore generally non-refundable where the Guest initiates the cancellation, whether the Guest qualifies for the full or 50% cancellation refund, except where applicable law requires otherwise.

The Guest cancellation period ends at scheduled check-in.

11.3 Host cancellations

A Host who cannot honour a confirmed Booking is responsible for initiating the Host-cancellation and full-refund process through the Lletly Platform.

The Host must not require or encourage the Guest to cancel on the Host's behalf.

Where the Host cancels:

- the Guest is entitled to a full refund of the amount paid for the Booking;
- the Host receives no payout for the cancelled Booking;
- before the Guest's full refund is processed, the Host must pay the amount required to recover the original Payment-Processing Fee incurred on the Guest's Booking payment; and
- the Host must also pay the additional payment-processing fee incurred in collecting that recovery payment from the Host.

The Guest's full refund will be processed after the required Host recovery payment has been successfully collected.

The Guest does not bear the original Payment-Processing Fee or the cost of recovering that fee where the Host cancels the Booking.

The Host acknowledges and agrees that Lletly does not bear those Host-cancellation payment-processing costs.

If the required Host recovery payment is not successfully collected, Lletly may be unable to complete the full-refund process until the Host satisfies the amount due.

11.4 Booking changes

Confirmed Bookings cannot ordinarily be changed by a Guest or Host after the Booking has been made.

Where a Guest wishes to change the Booking dates or another material part of the Booking, the Guest should communicate with the Host through Lletly and, where a change is required, cancel the existing Booking and make a new Booking for the revised dates or arrangements.

A Guest who cancels for the purpose of changing or replacing a Booking remains subject to the applicable Guest cancellation policy, including the exclusion of the applicable Payment-Processing Fee from the refundable amount.

Where a Host wishes or needs to change the Booking dates or another material part of the Booking and cannot provide the Booking as confirmed, the Host should communicate with the Guest and, where necessary, initiate a Host cancellation.

A Host cancellation remains subject to the Host cancellation provisions in these Terms, including the Host's obligation to fund the applicable Payment-Processing Fee and the payment-processing cost of recovering that amount before the Guest's full refund is processed.

Where the Guest and Host mutually agree that different dates or arrangements are required, they should communicate through Lletly and agree on the appropriate way forward. This will ordinarily involve cancellation of the existing Booking under the applicable cancellation process and the Guest making a new Booking for the revised dates or arrangements.

Lletly may, in limited circumstances, administratively extend or alter Booking dates. However, Lletly does not ordinarily use administrative date changes where the revised Booking would affect the Booking Price, refund amount, additional payment or other financial terms.

Neither a Guest nor a Host may require Lletly to amend a confirmed Booking.

Unless Lletly expressly confirms otherwise, the original confirmed Booking remains in effect until it is cancelled, completed or otherwise dealt with in accordance with these Terms and the applicable Lletly policies.

11.5 Refund processing

Where a refund is approved, it will generally be returned to the original payment method unless another method is required or permitted.

Refund timing may depend on Stripe, banks, card networks and other payment processors.

Payment-processing fees charged in connection with completed payment transactions may not be returned to Lletly by the payment processor.

For Guest-initiated cancellations, the Payment-Processing Fee is therefore excluded from the applicable cancellation refund unless applicable law requires otherwise.

For Host-initiated cancellations, the Host must fund the recovery of that Payment-Processing Fee and the processing cost of collecting that recovery amount before Lletly processes the Guest's full refund.

If Lletly is notified of a dispute before the Booking period ends, Lletly may, where reasonably possible and subject to payment-processor limitations, temporarily pause, delay or review the release of the relevant Booking payment while the dispute is assessed.

Where funds relating to a Booking have already been released, transferred or distributed to a Host or another recipient, Lletly's ability to process a refund, reverse or recover a transfer, adjust a payout or otherwise recover funds may depend on the payment structure used for the transaction, the functionality available through Stripe or another payment processor, whether sufficient funds remain available, whether a transfer can lawfully and technically be reversed, the status of the recipient's connected payment account, payment-processor rules and limitations, and applicable law.

Where available and appropriate, Lletly may attempt to reverse, recover, offset or adjust funds in order to implement an approved refund or other authorised adjustment. Lletly does not guarantee that funds already transferred to a Host or other recipient can be successfully recovered.

Where funds cannot be recovered through the payment processor, the Host or other person responsible for the amount remains liable for any amount properly payable under these Terms and applicable policies.

Lletly is not responsible for delays or failures caused solely by Stripe, banks, card networks or other payment processors, except to the extent otherwise required by applicable law.

Nothing in this section excludes, restricts or modifies any consumer guarantee, statutory right or remedy that cannot lawfully be excluded, restricted or modified.

12. Damage, Security Deposits and Additional Charges

Hosts may set reasonable rules for damage, cleaning, missing items, unauthorised pets, unauthorised smoking, unauthorised guests, parties, late checkout or overstays, provided those rules are disclosed in the Listing or otherwise permitted by law. Guests are responsible for damage caused by them or members of their booking group, excluding fair wear and tear. Lletly may facilitate damage claims between Hosts and Guests. Lletly may request evidence, including photos, invoices, receipts, messages, inspection reports or other relevant material. Where permitted by law and authorised through the Platform, Lletly or its payment processor may charge a Guest for valid damage, extra cleaning, missing items, overstay charges or other amounts owed. Lletly does not guarantee that a Host will recover all claimed amounts.

13. Reviews and User Content

Guests and Hosts may be able to leave reviews, ratings, comments, photos or other content. Reviews must be honest, relevant and based on genuine experiences. Users must not post content that is false, misleading, discriminatory, defamatory, threatening, abusive, obscene, fraudulent, unlawful, spam, promotional, invasive of privacy or infringing of another person's rights. Lletly may moderate, remove, restrict or refuse to publish content that we reasonably believe breaches these Terms, our policies or applicable law. By uploading or posting content to the Platform, you grant Lletly a non-exclusive, worldwide, royalty-free licence to use, host, reproduce, display, distribute, adapt, publish and promote that content for the purpose of operating, improving, marketing and supporting the Platform. You confirm that you own or have permission to use any content you provide.

14. Platform Rules

Users must not:

- a. use the Platform for unlawful, fraudulent or harmful purposes;
- b. provide false, misleading or incomplete information;
- c. impersonate another person or business;
- d. create fake Bookings, fake Listings or fake reviews;
- e. harass, threaten, abuse, discriminate against or harm another person;
- f. scrape, crawl, copy, harvest, extract, reproduce or misuse Platform data, content or materials;

- g. interfere with Platform security or functionality;
- h. reverse engineer, decompile, disassemble, decode, reconstruct, imitate or copy Platform software, systems, source code, workflows or proprietary technology;
- i. upload viruses, malicious code or harmful content;
- j. bypass identity verification, payment systems or security checks;
- k. contact Users for unrelated commercial purposes;
- l. move Bookings or payments off-platform;
- m. use another User's personal information except as needed for a Booking;
- n. list Accommodation that is unsafe, unlawful or unavailable;
- o. hold unauthorised parties or events;
- p. breach intellectual property rights; or
- q. do anything that damages Lletly, the Platform, Users or the public.

The restrictions in this section apply together with the more detailed intellectual-property and Platform-protection requirements in Section 18.

15. Communications

Users may receive communications from Lletly through the Platform, email, SMS, phone, push notification, account notification or other contact details provided by the User. Transactional and service communications may include booking confirmations, payment notices, payout notices, security alerts, verification requests, policy updates, support messages and legal notices.

Users are responsible for keeping contact details accurate and monitoring communications relating to their Bookings or Listings.

Where Users communicate through the Platform, Lletly may monitor, review, store, moderate or restrict communications for safety, compliance, fraud prevention, support, dispute resolution and legal purposes.

Users must not misuse messaging tools or send spam, abusive messages, unlawful content or off-platform payment requests.

15.1 Lletly App - Installation and Use Acknowledgement

By choosing to install, add to your home screen, access or use the Lletly App, you acknowledge and agree that installation and use are voluntary and at your own risk.

You are responsible for ensuring that your device, operating system, browser, internet connection and security settings are suitable for installing and using the Lletly App.

You are also responsible for maintaining the security of your device and Lletly Account, keeping appropriate backups, installing appropriate device and operating-system updates, and paying any mobile data, internet, telecommunications or other charges associated with your use of the Lletly App.

The Lletly App relies on technology and services including your device, browser, operating system, internet connection and notification services. Some of these systems and services are outside Lletly's reasonable control.

Features of the Lletly App may occasionally be unavailable, delayed, interrupted, restricted or affected by matters including internet or telecommunications outages, browser changes, operating-system updates, device settings, notification permissions, third-party notification services, software incompatibility, maintenance, security measures or other technical circumstances.

Push notifications are provided as an additional convenience and must not be relied upon as the sole means of receiving important Booking, Listing, account, payment, payout, transaction, security, safety or other Platform information.

Users remain responsible for regularly monitoring the Lletly Platform and the other communication methods associated with their Account, including their registered email address and, where applicable, telephone communications.

To the maximum extent permitted by law, you accept the risks associated with installing and using the Lletly App, and Lletly is not responsible for loss, damage, device problems, data loss, interrupted access, missed or delayed notifications, or other consequences arising from your installation or use of the Lletly App or from matters outside Lletly's reasonable control.

Nothing in this Section 15.1 excludes, restricts or modifies any consumer guarantee, right, remedy or protection that cannot lawfully be excluded, restricted or modified, including under the Australian Consumer Law.

Removal of messages from user-facing Platform access

As part of regular Platform housekeeping, Lletly may periodically remove messages and message history from the user-facing areas of the Platform.

Messages held within the Lletly messaging system, including messages exchanged between Hosts and Guests and messages exchanged between Users and Lletly through the Platform, may be removed from ordinary user-facing Account access during the first week of each calendar month.

Hosts and Guests are responsible for downloading, saving or otherwise retaining any message, communication, attachment or message history they wish to keep before it is removed from user-facing Platform access.

Users should not rely on messages remaining indefinitely available through their Lletly Account or messaging history.

Removal of a message or message history from user-facing Platform access does not necessarily mean that the underlying communication or related record has been permanently deleted from Lletly's systems.

Lletly may continue to retain copies of messages or related records where required or permitted for purposes including:

- a. customer support;
- b. Booking administration;
- c. payment and payout administration;
- d. refunds and chargebacks;
- e. fraud prevention;
- f. safety and security;
- g. dispute resolution;
- h. damage-claim management;
- i. investigations;
- j. compliance and enforcement;
- k. legal and regulatory obligations;
- l. STRA or other accommodation-compliance obligations;
- m. authority requests;
- n. protection of Lletly, Users or the public; and
- o. any other purpose permitted or required by applicable law or the Lletly Privacy Policy.

Hosts and Guests acknowledge and agree that they are responsible for maintaining their own copies of messages where they require continued access to those messages after removal from the user-facing Platform.

For the purposes of this section, removal from user-facing Platform access means removal from ordinary access through the relevant Lletly Account or messaging interface and does not require Lletly to delete communications or records that Lletly is entitled or required to retain internally.

Where a message forms part of an active Booking, unresolved dispute, refund, damage claim, investigation, safety matter or other ongoing Platform process, Lletly may retain or continue displaying that message for as long as Lletly considers reasonably necessary to administer that process or comply with applicable law.

16. Privacy

Lletly handles personal information in accordance with its Privacy Policy. By using the Platform, you acknowledge that Lletly may collect, use and disclose personal information for purposes including account creation, identity verification, booking management, payment processing, fraud prevention, safety, customer support, legal compliance, dispute resolution and platform operation. Lletly may disclose information to Australian authorities, regulators, law enforcement

bodies, courts, payment processors, identity verification providers, professional advisers or other parties where required or permitted by law.

17. Third-Party Services

The Platform may use or link to third-party services, including Stripe, Stripe Connect, Google Maps, analytics providers, hosting providers, email providers, SMS providers and other technology or service providers.

Lletly's identity-verification determination is performed using Lletly's internally designed and operated identity-verification process. Lletly may nevertheless obtain, validate, compare or consider information from Australian authorities, regulators, government databases, payment providers or other lawful information sources where permitted or required by law.

Third-party services and information sources may be subject to their own terms and privacy policies.

Lletly is not responsible for third-party services except to the extent required by law.

18. Intellectual Property and Protection of the Platform

The Platform, website design, software, logos, branding, text, graphics, icons, images, layout, databases, systems and other materials are owned by or licensed to Lletly.

Users are granted a limited, revocable, non-exclusive, non-transferable licence to access and use the Platform for its intended purpose and in accordance with these Terms.

All visitors, Users, Guests, Hosts and other persons who access or use Lletly must respect Lletly's intellectual property, proprietary technology and Platform systems.

Except with Lletly's express prior written permission, a person must not directly or indirectly:

- a. copy;
- b. reproduce;
- c. republish;
- d. disseminate;
- e. distribute;
- f. transmit;
- g. display;
- h. modify;
- i. adapt;
- j. translate;
- k. extract;
- l. scrape;
- m. crawl;
- n. harvest;

- o. download in bulk;
- p. frame;
- q. mirror;
- r. reverse engineer;
- s. decompile;
- t. disassemble;
- u. decode;
- v. reconstruct;
- w. derive;
- x. imitate;
- y. recreate;
- z. commercially exploit; or
- aa. otherwise copy, obtain, use or exploit

any part of the Lletly website, Platform, systems, technology, content or proprietary materials other than as necessary for the ordinary permitted use of the Platform.

This restriction includes, without limitation:

- a. source code;
- b. object code;
- c. scripts;
- d. software;
- e. plugins and integrations;
- f. databases;
- g. database structures;
- h. APIs;
- i. algorithms;
- j. technical architecture;
- k. system architecture;
- l. application logic;
- m. workflows;
- n. Booking processes;
- o. payment workflows;
- p. verification workflows;
- q. damage-claim workflows;
- r. Platform functionality;
- s. Account functionality;
- t. page structures;
- u. website layouts;
- v. interface designs;
- w. design elements;
- x. graphics;

- y. icons;
- z. text;
- aa. photographs and images owned by or licensed to Lletly;
- ab. branding;
- ac. logos;
- ad. trade names;
- ae. documentation;
- af. data compilations; and
- ag. other proprietary or intellectual-property material belonging to or licensed to Lletly.

A person must not attempt to discover, obtain or reconstruct Lletly source code, underlying software, non-public technical information, system architecture, database structures or proprietary processes by reverse engineering, inspection, automated extraction or any other means.

Without Lletly's express prior written permission, a person must not use Lletly material, technology, information, design or functionality to:

- a. reproduce or imitate Lletly;
- b. create a copy or derivative of the Platform;
- c. create a competing or substantially similar website, application, marketplace, platform, product or service;
- d. reproduce Lletly's workflows, functionality or proprietary systems;
- e. develop software or services based substantially on Lletly's proprietary materials;
- f. train or supply another system using unlawfully obtained Lletly proprietary materials;
- g. commercially exploit Lletly intellectual property;
- h. provide Lletly proprietary material to another person for any prohibited purpose; or
- i. enable, assist or encourage another person to engage in conduct prohibited by this section.

Accessing a publicly available part of Lletly does not transfer ownership of any Lletly material and does not grant a licence or permission to copy, reproduce, distribute, disseminate, reverse engineer or otherwise exploit the Platform or its underlying technology.

Any permission to use Lletly material outside the ordinary intended use of the Platform must be provided by Lletly expressly and in writing.

All rights not expressly granted are reserved.

Nothing in this section restricts any activity that Lletly is prohibited by applicable law from restricting or any right that cannot lawfully be excluded.

19. Suspension, Termination and Removal

Lletly may suspend, restrict or terminate an Account, cancel a Booking, remove a Listing, delay a payout, block access or take other reasonable action where we believe it is necessary to:

- a. protect Users, Lletly or the public;
- b. comply with law or authority requests;
- c. prevent fraud, abuse or illegal activity;
- d. address payment failure, chargeback risk or security issues;
- e. investigate complaints or disputes;
- f. respond to a breach of these Terms;
- g. remove unsafe, unlawful or misleading Listings;

- h. manage risk to the Platform; or
- i. enforce our policies. Where reasonable and lawful, Lletly will notify the affected User of the action taken. A User may stop using the Platform at any time. Certain obligations will continue after termination, including payment obligations, dispute obligations, liability obligations, intellectual property terms, privacy obligations and any terms that by their nature should continue.

20. Complaints and Dispute Resolution

If a problem arises, Users should first try to resolve the issue respectfully through the Platform. Guests should promptly report issues with Accommodation, access, cleanliness, safety, damage, cancellation or incorrect Listing information. Hosts should promptly report Guest damage, misconduct, overstays, unauthorised parties or payment issues. Lletly may request evidence and may assist with communication, refund assessment, damage claims or support. However, Lletly is not required to decide every dispute between Users. Where a Guest and Host are unable to resolve a dispute, the Guest should notify Lletly through the Platform as soon as possible and before the Booking period ends. If you have a complaint about Lletly's Platform services, you may contact us through the Platform by selecting "Message Support", by email at support@lletly.com, or by post at the address listed in these Terms.

21. Disclaimers

To the maximum extent permitted by law:

- a. the Platform is provided on an "as available" basis;
- b. Lletly does not guarantee that the Platform will be uninterrupted, error-free or available at all times;
- c. Lletly does not guarantee the accuracy of all Listing content provided by Hosts;
- d. Lletly does not guarantee the conduct, identity, suitability or safety of any User;
- e. Lletly does not endorse any Host, Guest, Listing or Accommodation; and
- f. Lletly is not responsible for events outside its reasonable control. This section does not limit any rights that cannot be excluded under the Australian Consumer Law.

22. User Responsibility, Release and Limitation of Liability

Lletly operates an online marketplace and provides Platform, Booking, payment, messaging, verification, support, dispute-management and related services that enable Hosts and Guests to connect and transact.

Lletly does not own, operate, manage or control the Accommodation offered by Hosts and does not assume responsibility for the acts, omissions, conduct, property, Accommodation, services or legal obligations of Hosts, Guests or other Users except to the extent expressly provided by these Terms or required by applicable law.

22.1 User responsibility

To the maximum extent permitted by law, each Host, Guest and other User accepts responsibility for their own acts, omissions, decisions, conduct and dealings with other Users and third parties.

Each User is responsible for any loss, damage, injury, illness, liability, cost, expense or legal consequence caused by that User or by a person, animal, property or activity for which that User is legally responsible.

This may include:

- a. personal injury;
- b. illness;
- c. death;
- d. damage to Accommodation;
- e. damage to personal property;
- f. theft or loss of property;

- g. damage to vehicles or other assets;
- h. additional cleaning, repair or replacement costs;
- i. financial or economic loss;
- j. legal claims or proceedings;
- k. regulatory consequences;
- l. fines or penalties where lawfully imposed;
- m. insurance claims;
- n. payment disputes;
- o. refunds;
- p. chargebacks;
- q. payment-processing costs;
- r. taxes, GST and levies;
- s. third-party claims; and
- t. other liabilities arising from the User's acts, omissions, Booking, stay, Accommodation, hosting activity or dealings with another person.

22.2 Host responsibility

Each Host accepts responsibility for matters within the Host's control and for matters for which the Host is legally responsible, including:

- a. the Accommodation;
- b. the safety, condition, cleanliness and lawful operation of the Accommodation;
- c. the Host's authority to offer the Accommodation;
- d. compliance with applicable laws, permits, licences, registrations and approvals;
- e. the accuracy and completeness of the Listing;
- f. Host property;
- g. check-in and checkout arrangements;
- h. access to the Accommodation;
- i. House Rules;
- j. persons acting for or on behalf of the Host;
- k. Host communications;
- l. appropriate insurance;
- m. hazards, defects or unsafe conditions for which the Host is legally responsible;
- n. injury, illness, death, property damage or financial loss caused by the Host or a person for whom the Host is legally responsible; and
- o. any other claim, cost, liability or obligation arising from the Host's acts, omissions, Accommodation or hosting activity.

A Host remains responsible for these matters notwithstanding that Lletly provides or facilitates Booking, payment, payout, messaging, identity-verification, support, refund, dispute-management or damage-claim services.

22.3 Guest responsibility

Each Guest accepts responsibility for matters within the Guest's control and for matters for which the Guest is legally responsible, including:

- a. the Guest's conduct;
- b. the conduct of Approved Occupants, visitors and animals associated with the Booking to the extent provided by applicable law and Lletly policies;
- c. the Guest's use of the Accommodation;
- d. compliance with House Rules;
- e. damage caused to the Accommodation or Host property;
- f. injury, illness, loss or damage caused by the Guest or a person for whom the Guest is legally responsible;
- g. personal property;
- h. personal safety and reasonable precautions;
- i. lawful use of the Accommodation;
- j. payment obligations;
- k. additional charges properly payable under the Booking; and
- l. any other claim, cost, liability or obligation arising from the Guest's acts, omissions, Booking or stay.

A Guest remains responsible for these matters notwithstanding that Lletly provides or facilitates Booking, payment, messaging, identity-verification, support, refund, dispute-management or damage-claim services.

22.4 Harm between Users and third parties

Where a Host, Guest or other User causes or contributes to injury, illness, death, property damage, theft, financial loss, legal liability or another form of harm suffered by another User or third party, responsibility remains with the person or persons legally responsible for that harm.

Lletly does not become responsible for that harm merely because:

- a. the parties met through Lletly;
- b. the Accommodation was advertised or listed on Lletly;
- c. a Booking was made through Lletly;
- d. payment or payout was processed or facilitated through Lletly;
- e. the parties communicated through Lletly;
- f. a User held a Lletly verified status;
- g. Lletly provided customer support or dispute-management services;
- h. Lletly administered or facilitated a refund, chargeback, payout or damage claim; or
- i. the relevant conduct otherwise arose in connection with use of the Platform.

22.5 Third-party financial and legal responsibility

Each User remains responsible for financial and legal consequences arising from their own conduct, obligations or dealings with third parties.

This may include amounts, losses, fees, costs, claims or liabilities involving:

- a. Stripe or Stripe Connect;
- b. banks;
- c. card networks;
- d. payment processors;
- e. insurers;
- f. property owners;
- g. landlords;
- h. owners corporations;

- i. body corporates;
- j. neighbours;
- k. contractors;
- l. service providers;
- m. government authorities;
- n. regulators;
- o. tax authorities;
- p. Hosts;
- q. Guests; or
- r. any other person or organisation.

A User does not transfer their underlying financial or legal responsibility to Lletly merely because Lletly facilitates, receives, processes or administers a Booking, payment, payout, refund, chargeback, dispute, damage claim or other Platform process.

22.6 Financial consequences of actions taken by Lletly

Where Lletly reasonably and lawfully takes action under these Terms, the Guest Policy, Host Policy or another applicable Lletly policy because of circumstances caused or contributed to by a User, that User remains responsible, to the extent permitted by law, for the financial and legal consequences attributable to those circumstances.

This may include circumstances in which Lletly:

- a. cancels or modifies a Booking;
- b. processes or facilitates a refund;
- c. withholds, reduces, delays, reverses or adjusts a payout;
- d. recovers an amount owed;
- e. responds to a chargeback or payment dispute;
- f. approves, adjusts, rejects or cancels a damage claim;
- g. restricts, suspends or terminates an Account or Listing;
- h. complies with a payment-processor, bank or card-network requirement;
- i. complies with a lawful government, court, regulatory or authority requirement; or
- j. takes another reasonable action authorised by the Lletly Terms or policies.

This section does not make a User responsible for loss to the extent caused by Lletly's own negligence, breach, fraud, intentional misconduct, unlawful conduct or another matter for which Lletly is legally responsible.

22.7 Assumption of risk

To the maximum extent permitted by law, each User acknowledges and accepts the ordinary and reasonably foreseeable risks associated with:

- a. hosting Accommodation;
- b. staying at Accommodation;
- c. interacting with other Users;
- d. permitting another person to enter or use Accommodation;
- e. travelling to or from Accommodation;
- f. using property, equipment or amenities;
- g. making or receiving payments through the Platform; and

h. otherwise participating in a Booking or using the Platform.

Each User remains responsible for deciding whether to host, book, stay, interact, transact or otherwise proceed in the circumstances.

22.8 Release

To the maximum extent permitted by law, each User releases Lletly, Pierpoint Group Pty Ltd and their officers, employees, contractors and agents from claims, demands, actions, liabilities, losses, damages, costs and expenses arising from or connected with:

- a. the acts or omissions of another User;
- b. a dispute between Users;
- c. a Host's Accommodation or hosting services;
- d. Guest conduct;
- e. injury, illness, death or property damage caused by a Host, Guest or other User;
- f. theft or loss caused by a Host, Guest or other User;
- g. financial loss caused by or arising from another User;
- h. dealings between a User and a third party;
- i. a User's breach of law, House Rules, Listing terms or these Terms; or
- j. another matter for which Lletly is not legally responsible.

This release applies only to the extent permitted by law.

It does not apply to the extent that a claim, loss, damage or liability is caused by Lletly's own negligence, breach of these Terms, fraud, intentional misconduct, unlawful conduct or another liability that cannot lawfully be excluded or limited.

22.9 Limitation of liability

To the maximum extent permitted by law, Lletly is not liable for:

- a. loss caused by a Host's Accommodation or hosting services;
- b. loss caused by a Guest's conduct;
- c. injury, illness, death, property damage, theft or loss caused by a User;
- d. inaccurate, incomplete or misleading information supplied by a User;
- e. cancellations by Hosts or Guests;
- f. disputes between Users;
- g. acts or omissions of third-party providers;
- h. payment or payout delays caused by banks, Stripe, card networks or payment processors;
- i. chargebacks, payment disputes or reversals caused by or attributable to a User or third party;
- j. loss of profits, revenue, goodwill, opportunity or data;
- k. indirect, consequential or special loss; or
- l. events outside Lletly's reasonable control.

Where Lletly is liable and that liability cannot lawfully be excluded but may lawfully be limited, Lletly's liability will be limited only to the maximum extent permitted by applicable law.

Nothing in these Terms excludes, restricts or modifies any liability, consumer guarantee, statutory right or remedy that cannot lawfully be excluded, restricted or modified.

23. Indemnity

23.1 General indemnity

To the maximum extent permitted by law, each User agrees to indemnify and hold harmless Lletly, Pierpoint Group Pty Ltd and their officers, employees, contractors and agents against any claim, demand, action, proceeding, liability, loss, damage, settlement, cost or expense, including reasonable legal costs, to the extent arising from or connected with:

- a. the User's breach of these Terms or another Lletly policy;
- b. the User's breach of applicable law;
- c. the User's acts or omissions;
- d. the User's Booking or stay;
- e. the User's Listing or Accommodation;
- f. damage caused by the User;
- g. injury, illness or other harm caused by the User;
- h. the death or injury of another person where caused by an act or omission for which the User is legally responsible;
- i. the conduct of an Approved Occupant, visitor, employee, contractor, representative, animal or another person for whom the User is legally responsible;
- j. the User's tax, GST, levy, registration, licensing, permit or regulatory obligations;
- k. the User's payment, payout, refund, chargeback or financial obligations;
- l. the User's dealings with Stripe, Stripe Connect, a bank, card network, payment processor, insurer or another third party;
- m. the User's misuse of the Platform;
- n. the User's content or information;
- o. the User's dispute with another User or third party; or
- p. another matter for which the User is legally responsible.

23.2 Third-party claims against Lletly

The indemnity includes a claim, demand, proceeding, liability, loss, cost or expense incurred by Lletly because a third party makes a claim against Lletly arising from or connected with matters for which the User is legally responsible.

A third party may include:

- a. another Host or Guest;
- b. an Approved Occupant or visitor;
- c. a property owner or landlord;
- d. a neighbour;
- e. an owners corporation or body corporate;
- f. an insurer;
- g. a contractor or service provider;
- h. Stripe or Stripe Connect;
- i. a bank, card network or payment processor;
- j. a government authority or regulator;
- k. a tax or revenue authority; or

l. another person or organisation.

23.3 Costs arising from Platform action

Where Lletly reasonably and lawfully takes action because of a User's act, omission, breach, Booking, Accommodation, payment obligation or other matter for which the User is legally responsible, the User indemnifies Lletly, to the maximum extent permitted by law, for reasonable costs and liabilities incurred by Lletly as a result of those circumstances.

This may include reasonable costs associated with:

- a. refunds;
- b. chargebacks;
- c. payment disputes;
- d. payout reversals or adjustments;
- e. payment-processing fees;
- f. debt recovery;
- g. damage claims;
- h. regulatory responses;
- i. investigations;
- j. responding to third-party claims; and
- k. reasonable legal costs.

23.4 Limits on the indemnity

An indemnity under this section applies only to the extent that the relevant claim, loss, damage, liability, cost or expense was caused by or attributable to the User or a matter for which the User is legally responsible.

The indemnity does not apply to the extent that the relevant claim, loss, damage, liability, cost or expense was caused by Lletly's own negligence, breach of these Terms, fraud, intentional misconduct, unlawful conduct or another matter for which Lletly is legally responsible.

Nothing in this section excludes, restricts or modifies any consumer guarantee, statutory right, remedy or liability that cannot lawfully be excluded, restricted or modified.

24. Changes to These Terms

Lletly may update these Terms from time to time. Where changes are material, we will take reasonable steps to notify Users before the changes take effect, unless urgent changes are required for legal, security, fraud prevention or operational reasons. If you continue to use the Platform after updated Terms take effect, you agree to the updated Terms. If you do not agree to updated Terms, you must stop using the Platform. Hosts may need

to honour existing confirmed Bookings unless otherwise permitted by law or agreed with Lletly.

25. Governing Law

These Terms are governed by the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and the courts competent to hear appeals from those courts. Users may also have rights under applicable consumer protection laws that cannot be excluded.

26. Severability

If any part of these Terms is found to be invalid, unlawful or unenforceable, that part will be read down or severed to the extent necessary, and the remaining parts will continue to apply.

27. No Waiver

If Lletly does not enforce a right under these Terms, that does not mean we waive that right. Any waiver must be in writing.

28. Assignment

Users must not assign, transfer or deal with their rights or obligations under these Terms without Lletly's prior written consent. Lletly may assign or transfer its rights and obligations as part of a business sale, restructure, merger, acquisition or transfer of Platform operations, provided this does not unfairly reduce User rights under these Terms or applicable law.

29. Contact and Legal Notices

Legal notices to Lletly may be sent by post to:

Lletly

Operated by Pierpoint Group Pty Ltd

PO Box 756 Morwell, Victoria, Australia, 3840

Website: [Lletly.com](https://lletly.com)