

WEBSITE TERMS AND CONDITIONS OF USE

1. About the Website

- (a) Welcome to www.setli.com.au (**Website**). The Website provides an online software platform that enables landlords and tenants to manage rental arrangements and process rent payments digitally. Through the Setli platform, users may:
 - Create and manage landlord or tenant accounts
 - List rental properties or rooms
 - Invite tenants to rental agreements
 - Process rent payments and related transactions through the platform
 - Track payment history and rental records
 - Receive notifications and communication relating to rental payments and account activityPayments made through the platform are processed by third-party payment providers, including Stripe. Setli does not store or process credit card details directly. Setli acts solely as a technology platform facilitating payments and communication between users. Setli does not own, manage, lease, or control any properties listed on the platform and is not a party to any rental agreements entered into between landlords and tenants. (**Services**).
- (b) Setli is not responsible for any rental dispute, property issue, refund claim, reimbursement request, bond dispute, damage claim, tenancy issue, or disagreement between landlords and tenants, and is under no obligation to investigate, mediate, or resolve such matters.
- (c) Setli provides software tools that allow users to facilitate rent payments and manage rental arrangements digitally. Setli does not act as a landlord, property manager, real estate agent, or intermediary in any rental agreement. All rental agreements, tenancy obligations, property conditions, and payment arrangements exist solely between the landlord and tenant. Setli does not verify property listings, tenancy agreements, or the identity of users beyond what may be required for payment processing or platform security.
- (d) The Website is operated by Setli Pty Ltd ((ACN 696 026 383) (ABN 12 696 026 383)). Access to and use of the Website, or any of its associated Products or Services, is provided by Setli Pty Ltd. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
- (e) Setli Pty Ltd reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Setli Pty Ltd updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Setli Pty Ltd in the user interface.

3. Registration to use the Services

- (a) In order to access the Services, you must first register for an account through the Website (**Account**).
- (b) As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - (i) Email address
 - (ii) Preferred username
 - (iii) Mailing address
 - (iv) Telephone number
 - (v) Password
 - (vi) Users may be required to provide additional personal information including their billing address, contact telephone number, property details (for landlords), and payment or account verification information required to facilitate rental payments and platform services. In some circumstances, users may also be required to provide information necessary for payment processing, identity verification, or compliance with third-party payment providers such as Stripe.
- (c) You warrant that any information you give to Setli Pty Ltd in the course of completing the registration process will always be accurate, correct and up to date.
- (d) Once you have completed the registration process, you will be a registered member of the Website (**Member**) and agree to be bound by the Terms.
- (e) You may not use the Services and may not accept the Terms if:
 - (i) you are not of legal age to form a binding contract with Setli Pty Ltd; or
 - (ii) you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

4. Your obligations as a Member

- (a) As a Member, you agree to comply with the following:
 - (i) you will use the Services only for purposes that are permitted by:
 - (A) the Terms; and

- (B) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (ii) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
- (iii) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Setli Pty Ltd of any unauthorised use of your password or email address or any breach of security of which you have become aware;
- (iv) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Setli Pty Ltd providing the Services;
- (v) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Setli Pty Ltd;
- (vi) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- (vii) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by Setli Pty Ltd for any illegal or unauthorised use of the Website; and
- (viii) you acknowledge and agree that any automated use of the Website or its Services is prohibited.
- (ix) Setli reserves the right to suspend, restrict, or terminate any account that it reasonably believes is involved in fraudulent activity, misuse of the platform, unlawful behaviour, or activity that may expose Setli or other users to financial or legal risk.
- (x) Setli may report suspected fraudulent activity to relevant payment providers, financial institutions, or law enforcement authorities where required.

5. Payment

- (a) All payments made through the Services are processed using third-party payment providers, including Stripe. By using the Website or making any payment in connection with the Services, you acknowledge that you may also be bound by the terms and conditions of the relevant third-party payment provider.
- (b) Setli may charge platform or service fees in connection with the use of the Services. Any applicable fees will be disclosed through the Website or during the payment process.

- (c) If a payment is declined, reversed, returned, disputed, or otherwise fails for any reason, the relevant user remains responsible for any amounts owing, together with any associated bank fees, payment processing fees, or administrative charges to the extent permitted by law.
- (d) Setli may vary its platform or service fees from time to time by updating the Website or otherwise notifying users.
- (e) Users acknowledge that payments processed through the platform may be subject to dispute, reversal, or chargeback through the payment provider or financial institution. In the event of a payment dispute or chargeback, Setli may provide relevant transaction records, communication logs, and account activity to the payment provider to assist with the dispute process. Setli is not responsible for resolving payment disputes between landlords and tenants and is not liable for any financial loss resulting from payment reversals or chargebacks.
- (f) **Offline Payments**
 - Users may record rental payments made outside of the Setli platform (Offline Payments).
 - All Offline Payments recorded on Setli are subject to the applicable platform fee (currently 3.5%).
 - An Offline Payment will only be recognised, recorded as completed, and included in platform features (including dashboards, rewards, and referral calculations) once the applicable platform fee has been successfully paid.
 - If the platform fee is not paid, the payment will remain unconfirmed and may continue to be treated as outstanding or overdue within the system.

6. Refund Policy

- (a) Setli acts solely as a technology platform facilitating communication and payment processing between landlords and tenants. Setli is not a party to any rental agreement, arrangement, or dispute between users.
- (b) Any request for refunds, reimbursements, rent adjustments, credits, charge reversals, or other payment-related claims arising out of a rental arrangement must be handled directly between the relevant landlord and tenant.
- (c) Setli does not guarantee, approve, or determine whether any refund, reimbursement, compensation, or payment adjustment is owed between users, and is under no obligation to mediate, investigate, or resolve disputes between landlords and tenants.
- (d) To the extent permitted by law, any fees charged by Setli for providing access to the platform or facilitating payment processing are non-refundable, except where Setli is required to provide a refund under applicable law.

7. Rewards & Referral Program

(a) Setli may offer rewards, incentives, referral earnings, loyalty points, or bonus programs to users from time to time (Rewards Program). Participation in any Rewards Program is subject to these Terms.

(b) Rewards, referral income, loyalty points, and bonuses are provided at Setli's sole discretion and may be modified, suspended, or discontinued at any time without notice.

(c) Rewards are only earned on valid, completed, and successful rent transactions processed through the platform. Transactions that are reversed, refunded, disputed, or identified as fraudulent or artificial will not qualify for rewards.

(d) Setli reserves the right to withhold, cancel, reverse, or adjust any rewards, referral income, or bonuses where it reasonably believes that:

- the activity is fraudulent, abusive, or manipulative;
- self-referrals or circular payment behaviour has occurred;
- transactions have been artificially created to generate rewards; or
- any other misuse of the platform has taken place.

(e) Rewards, referral income, and loyalty points:

- are not wages, financial products, or investment returns;
- do not represent ownership, equity, or entitlement in Setli;
- are not guaranteed income and may fluctuate based on platform activity.

(f) Setli may impose conditions on rewards, including but not limited to:

- minimum transaction values;
- eligibility criteria for referrals;
- time limits on earning periods;
- minimum withdrawal thresholds; and
- applicable fees on withdrawal.

(g) Any withdrawal or redemption of rewards may be subject to fees, including platform fees and third-party processing fees, which will be disclosed at the time of withdrawal.

(h) Setli makes no guarantee as to the availability, amount, or frequency of any rewards, referral income, or bonus distributions.

(i) To the maximum extent permitted by law, Setli is not liable for any loss, reduction, or removal of rewards arising from changes to the Rewards Program.

(j) Rewards, referral income, and loyalty points are subject to the following conditions:

- If a user account is suspended, terminated, or closed for any reason, any unredeemed rewards, referral income, or loyalty points may be cancelled or forfeited at Setli's discretion.
- Setli reserves the right to expire or remove any unredeemed rewards, referral income,

or loyalty points where a user has not logged into their account for a continuous period of 12 months. Setli is under no obligation to reinstate rewards once expired, forfeited, or removed.

- Rewards have no cash value until successfully withdrawn in accordance with the platform's withdrawal requirements.
- Setli is under no obligation to reinstate rewards once expired, forfeited, or removed.

8. Copyright and Intellectual Property

- (a) The Website, the Services and all of the related products of Setli Pty Ltd are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Setli Pty Ltd or its contributors.
- (b) All trademarks, service marks and trade names are owned, registered and/or licensed by Setli Pty Ltd, who grants to you a worldwide, non-exclusive, royalty-free, revocable license

whilst you are a Member to:

- (i) use the Website pursuant to the Terms;
- (ii) copy and store the Website and the material contained in the Website in your device's cache memory; and
- (iii) print pages from the Website for your own personal and non-commercial use.

Setli Pty Ltd does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Setli Pty Ltd.

- (c) Setli Pty Ltd retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
 - (i) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (ii) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (iii) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process).
- (d) You may not, without the prior written permission of Setli Pty Ltd and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

9. Privacy

Setli Pty Ltd takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Setli Pty Ltd's Privacy Policy, which is available on the Website.

10. General Disclaimer

- (a) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- (b) Subject to this clause, and to the extent permitted by law:
 - (i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (ii) Setli Pty Ltd will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or

damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

- (c) Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Setli Pty Ltd make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Setli Pty Ltd) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (ii) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
 - (iii) costs incurred as a result of you using the Website, the Services or any of the products of Setli Pty Ltd; and
 - (iv) the Services or operation in respect to links which are provided for your convenience.

11. Limitation of liability

- (a) Setli Pty Ltd's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- (b) You expressly understand and agree that Setli Pty Ltd, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

12. Competitors

If you are in the business of providing similar Services for the purpose of providing them to users for a commercial gain, whether business users or domestic users, then you are a competitor of Setli Pty Ltd. Competitors are not permitted to use or access any information or content on our

Application. If you breach this provision, Setli Pty Ltd will hold you fully responsible for any loss that we may sustain and hold you accountable for all profits that you might make from such a breach.

13. Termination of Contract

- (a) The Terms will continue to apply until terminated by either you or by Setli Pty Ltd as set out below.
- (b) If you want to terminate the Terms, you may do so by:
 - (i) Closing your account through the platform, where that option is available, or by contacting Setli Pty Ltd to request account closure.
- (c) Setli Pty Ltd may at any time, terminate the Terms with you if:
 - (i) you have breached any provision of the Terms or intend to breach any provision;
 - (ii) Setli Pty Ltd is required to do so by law;
 - (iii) the provision of the Services to you by Setli Pty Ltd is, in the opinion of Setli Pty Ltd, no longer commercially viable.
- (d) Subject to local applicable laws, Setli Pty Ltd reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Setli Pty Ltd's name or reputation or violates the rights of those of another party.

14. Indemnity

You agree to indemnify Setli Pty Ltd, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your content;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- (c) any breach of the Terms.

15. Dispute Resolution

15.1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

15.2. Notice:

A party to the Terms claiming a dispute (**Dispute**) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

15.3. Resolution:

On receipt of that notice (**Notice**) by that other party, the parties to the Terms (**Parties**) must:

- (a) Within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- (b) If for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the Resolution Institute;
- (c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- (d) The mediation will be held in Sydney, Australia.

15.4. Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

15.5. Termination of Mediation:

If 2 months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

15.6. Class Action Waiver

To the extent permitted by law, you agree that any dispute, claim, or controversy arising out of or relating to the Website, Services, or these Terms must be brought in your individual capacity and not as a plaintiff or class member in any purported class, collective, or representative proceeding. You further agree that any arbitration or dispute resolution will be conducted solely on an individual basis and not as part of a class, consolidated, or representative action.

16. Venue and Jurisdiction

The Services offered by Setli Pty Ltd is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of New South Wales, Australia.

17. Governing Law

The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

18. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.