

FIXIT247

FIXER AGREEMENT

Fixit247 Fixer Agreement - version 1.0.0

Effective 5 October 2026

Specimen copy. Your signed copy is issued when you accept this agreement.

OVERVIEW

- Fixit247 supplies customer leads. We are not a party to your contract with the customer and we do not perform, supervise or guarantee your work.
- You are an independent business. You are responsible for your work and all liability arising from it, including licences, insurance, safety, quality, warranties and customer complaints.
- A flat service fee of 5% (plus GST) of the total invoice applies to each job you accept through Fixit247. There is no joining fee, no subscription and no credits.
- We invoice the fee when the job is completed or the customer pays you, whichever happens first. Invoices are due within 14 days.
- You may close your account at any time. Fees for jobs you have already accepted remain payable.
- Nothing in this agreement removes rights you have under the Australian Consumer Law that cannot be excluded.

1 ABOUT THIS AGREEMENT

1.1 This agreement is between Fixit247 (ABN 21 700 537 211) of Level 19, 263 William Street, Melbourne VIC 3000 ("Fixit247", "we", "us") and the person or business that accepts it ("you", "the Fixer").

1.2 You accept this agreement electronically by ticking the acceptance box and confirming when you create your Fixer account or when you are asked to accept it in your dashboard. You agree that this electronic acceptance is your signature for the purposes of the Electronic Transactions Act 1999 (Cth) and the corresponding State and Territory laws, and that we may give you this agreement, invoices and notices electronically.

1.3 If you accept on behalf of a company, partnership or trust, you confirm you are authorised to bind it, and "you" includes that entity.

1.4 This agreement applies to your use of the Fixit247 platform as a Fixer and prevails over the general website Terms to the extent of any inconsistency. Our Privacy Policy explains how we handle your personal information.

1.5 We record the version of this agreement you accepted, the date and time, and technical details of your acceptance, and we email you a PDF copy where we hold your email address. You can download a copy from your dashboard at any time.

2 DEFINITIONS

2.1 Customer means a person, business, property manager or agency that submits a request through Fixit247.

2.2 Lead means a Customer request, and the Customer's contact and job details, that we make available or assign to you.

2.3 Job means the work you agree to perform for a Customer arising from a Lead, including any variations, additional work and return visits for that Customer agreed during the Job.

2.4 Accept means accepting, claiming, or agreeing to be assigned a Lead or Job through the platform, or confirming to us or the Customer that you will attend or quote for it.

2.5 Total Invoice means the total amount, including GST, that you charge the Customer for a Job, including labour, materials, parts, call-out, travel, after-hours and other charges, and any variations.

2.6 Service Fee means the fee described in clause 6.

3 OUR ROLE - WE SUPPLY LEADS ONLY

3.1 Fixit247 operates a platform that introduces Customers to independent tradespeople. Our service to you is supplying Leads and the platform tools that support them.

3.2 Each Job is a contract directly between you and the Customer. Fixit247 is not a party to that contract and is not your employer, principal contractor, agent, partner, insurer or guarantor.

3.3 We do not perform, supervise, direct or control your work, and we do not guarantee any number, value, quality or continuity of Leads, or that any Customer will proceed, cooperate or pay you.

3.4 Lead details are provided as the Customer gave them to us. We take reasonable care in operating the platform but we do not verify every detail of a Customer request. You must make your own assessment of each Job before quoting or starting work.

3.5 We do not collect Customer payments for your Jobs. You quote and invoice the Customer directly and the Customer pays you directly.

4 YOUR INDEPENDENT BUSINESS

4.1 You are an independent contractor running your own business. Nothing in this agreement makes you an employee, worker, partner or agent of Fixit247.

4.2 You decide whether to Accept any Lead, set your own prices, hours and methods, and are free to work for other platforms and customers. Fixit247 does not set or influence the prices you charge Customers.

4.3 You are responsible for your own tax, GST, superannuation, workers compensation, payroll and other obligations for you and any employees or subcontractors you engage.

4.4 You may use employees or subcontractors, but they must be appropriately licensed, qualified and insured, and you remain fully responsible for them as if their acts were your own.

5 ELIGIBILITY AND VERIFICATION

5.1 Information you give us, including your identity, ABN, trade, licences, insurance and service areas, must be true, complete and kept up to date.

5.2 You must hold, and keep current, every licence, registration, certification and

accreditation required by law for the work you Accept, and only Accept work within the scope of those licences.

5.3 We may verify your information and documents and may decline, pause or withdraw approval at our discretion, acting reasonably. Approval is not an endorsement or warranty of your work.

5.4 You must tell us within 5 business days if any licence or insurance lapses, is suspended, cancelled or made subject to conditions, or if you become aware of any matter that would reasonably affect your suitability to perform work through the platform.

6 SERVICE FEE

6.1 For each Job you Accept through Fixit247 you must pay us a flat Service Fee of 5% of the Total Invoice, plus GST on the Service Fee.

6.2 There is no joining fee, no subscription, no lead purchase and no credit system. The Service Fee is the only fee for receiving Leads.

6.3 The Service Fee is earned when you Accept the Job. We will issue a tax invoice for it when the Job is completed or when the Customer pays you (in whole or in part), whichever happens first. For staged or long-running Jobs we may invoice progressively as stages are invoiced to the Customer.

6.4 You must record or report the Total Invoice on the platform, or to us in writing, within 2 business days after the Job is completed, and provide a copy of your Customer invoice if we ask for it. If you do not report it, we may invoice based on a reasonable estimate and adjust it once you give us the correct figure.

6.5 Our invoices are payable within 14 days of the invoice date by the payment method we specify on the invoice.

6.6 No Service Fee is payable for a Job that is cancelled before any work starts where the Customer is not charged anything.

6.7 If, despite your reasonable efforts to recover payment, a Customer does not pay all or part of the Total Invoice, or you give a Customer a refund, tell us with reasonable supporting information and we will reduce the Service Fee in proportion to the amount you actually received and keep, and credit or refund any overpaid fee.

6.8 The Service Fee also applies to further paid work you agree to perform for the same Customer within 6 months after we provided the Lead, unless you show that the Customer was already your customer before our introduction. You must not ask or encourage a Customer to deal with you outside the platform in order to avoid the Service Fee.

6.9 If an invoice is overdue, we will give you written notice. If it remains unpaid 7 days after that notice, we may pause new Leads to your account until it is paid and may recover the amount owing, together with our reasonable costs of recovery.

6.10 If you dispute an invoice, tell us in writing within 30 days of the invoice date. We will review it in good faith and you need not pay the disputed portion while the review is under way.

6.11 We may change the Service Fee only by giving you at least 30 days' written notice. A change applies only to Jobs you Accept after it takes effect, and you may close your account before then without any new fee applying.

7 PERFORMING WORK FOR CUSTOMERS

7.1 You must perform every Job with due care and skill, in a safe and workmanlike manner, and in accordance with your quote, the Customer's instructions and all applicable laws, standards and codes.

7.2 This includes, where they apply: licensing and registration laws; building, plumbing, gas and electrical laws, and any certificate of compliance they require; work health and safety laws; domestic and residential building contract requirements, including written contracts, deposit limits, cooling-off rights and home warranty or domestic building insurance; environmental and waste laws; and the Australian Consumer Law, including the consumer guarantees you owe Customers and the rules for unsolicited consumer agreements.

7.3 You must give Customers clear quotes before starting chargeable work, obtain the Customer's approval for any variation, and issue a valid tax invoice where required.

7.4 You are solely responsible for warranties, defects, rectification, call-backs, refunds and complaints relating to your work. We may pass on complaints and ask you to respond, but resolving them is your responsibility.

7.5 You must not represent that you are employed by, acting for or endorsed by Fixit247, or that Fixit247 guarantees your work.

8 CUSTOMER INFORMATION AND PRIVACY

8.1 Customer personal information you receive through Fixit247 may be used only to quote for, perform, invoice and support the relevant Job.

8.2 You must handle it in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles as if they applied to you, keep it secure, and delete or de-identify it when you no longer need it for the Job or to meet your legal record-keeping obligations.

8.3 You must not use it for marketing unless you have the Customer's consent and comply with the Spam Act 2003 (Cth) and the Do Not Call Register Act 2006 (Cth). You must not sell or disclose it to anyone else.

8.4 You must tell us promptly if Customer information you received through Fixit247 is lost, misused or accessed without authorisation.

9 RESPONSIBILITY AND LIABILITY FOR YOUR WORK

9.1 You are responsible for, and accept all liability arising from, your work and your dealings with Customers, including personal injury or death, loss of or damage to property, defective or incomplete work, breach of consumer guarantees, breach of law, and the acts and omissions of your employees and subcontractors.

9.2 Fixit247 is not responsible for the work you perform, for the conduct of Customers, for Customer non-payment, or for the accuracy of information a Customer provides.

9.3 You must hold, for as long as you receive Leads, public liability insurance of at least

\$5,000,000 per occurrence covering the work you Accept, workers compensation insurance as required by law, and any other insurance the law requires for your work (including domestic building or home warranty insurance where applicable). You must give us certificates of currency on request. Fixit247 does not insure you or your work.

10 INDEMNITY

10.1 You indemnify Fixit247 and its officers and employees against any claim, liability, loss, cost or expense (including reasonable legal costs) arising from: (a) work you or your employees or subcontractors perform or fail to perform; (b) your breach of this agreement; (c) your breach of any law; or (d) your negligent, wrongful or fraudulent acts or omissions.

10.2 Your liability under this indemnity is reduced to the extent the loss was caused or contributed to by the negligence, wrongful act or breach of this agreement by Fixit247 or its officers or employees.

11 OUR LIABILITY TO YOU

11.1 You may have rights under the Australian Consumer Law, including consumer guarantees, that cannot be excluded. Nothing in this agreement excludes, restricts or modifies those rights.

11.2 Where the law allows us to limit our liability for failure to comply with a consumer guarantee, our liability is limited, at our option, to supplying the services again or paying the cost of having them supplied again.

11.3 Subject to clauses 11.1 and 11.2, and except for loss caused by our fraud or wilful misconduct, our total liability to you under or in connection with this agreement is limited to the total Service Fees you paid us in the 12 months before the event giving rise to the claim.

11.4 Neither party is liable to the other for loss of profit, loss of revenue or business opportunity, or any indirect or consequential loss. This clause does not limit your indemnity under clause 10 for claims made by third parties, or amounts payable under clause 6.

12 PLATFORM CONDUCT

12.1 You must act honestly and courteously, must not post or procure false or misleading reviews, must not misuse platform messaging, and must not do anything that would reasonably harm Customers or the reputation of Fixit247.

12.2 You must keep your login secure. Activity under your account is treated as yours unless you promptly tell us your account has been compromised.

13 SUSPENSION AND TERMINATION

13.1 You may close your account at any time from your dashboard or by emailing us. Fees for Jobs you Accepted before closing remain payable.

13.2 We may end this agreement for any reason by giving you at least 14 days' written notice.

13.3 We may suspend your access to new Leads or end this agreement immediately by written notice if you materially breach it, your required licence or insurance lapses, there is a

credible risk to the safety of any person, we reasonably suspect fraud or dishonesty, or an invoice remains unpaid after notice under clause 6.9. Where it is safe and reasonable to do so, we will tell you the reason and give you an opportunity to respond before a suspension becomes permanent.

13.4 Clauses 6, 7.4, 8, 9, 10, 11, 14 and 15, and any other clause that by its nature should survive, continue after this agreement ends.

14 CHANGES TO THIS AGREEMENT

14.1 We may update this agreement by giving you at least 30 days' notice by email and in your dashboard. The notice will explain the change. If you do not agree with it, you may close your account before the change takes effect and it will not apply to you.

14.2 We may make changes that do not adversely affect you, such as corrections or changes required by law, with immediate effect.

14.3 We will ask you to accept each new version before you receive further Leads. Jobs you Accepted before a change continue under the version that applied when you Accepted them.

15 DISPUTES

15.1 Disputes between you and a Customer are for you and the Customer to resolve. We may help facilitate communication but we do not decide those disputes.

15.2 If a dispute arises between you and Fixit247, the party raising it must give written notice with reasonable details. Both parties must then try in good faith to resolve it within 20 business days. If it is not resolved, either party may refer it to mediation, including through the Victorian Small Business Commission or the Australian Small Business and Family Enterprise Ombudsman, before starting court proceedings.

15.3 This clause does not prevent either party from seeking urgent interim relief from a court.

16 GENERAL

16.1 This agreement is governed by the laws of Victoria, Australia, and each party submits to the non-exclusive jurisdiction of the courts of Victoria and the Commonwealth of Australia.

16.2 This agreement is the entire agreement between us about its subject matter. If any part of it is invalid or unenforceable, that part is read down or severed and the rest continues to apply.

16.3 You may not assign or transfer your rights under this agreement without our written consent. We may assign it to a purchaser of all or part of the Fixit247 business by giving you notice, provided your rights are not adversely affected.

16.4 Notices may be given by email to the email address on your account or, for notices to us, to admin@fixit247.com.au.

16.5 Amounts in this agreement are in Australian dollars. Unless stated otherwise, fees are exclusive of GST, and GST is payable in addition on any taxable supply we make to you.

16.6 A failure or delay in exercising a right is not a waiver of it.

17 CONTACT

17.1 Questions about this agreement can be sent to admin@fixit247.com.au. Fixit247, ABN 21 700 537 211, Level 19, 263 William Street, Melbourne VIC 3000.

ACCEPTANCE

Fixers accept this agreement electronically when creating a Fixer account or when asked in the Fixer dashboard.

Statement accepted:

I have read and agree to the Fixit247 Fixer Agreement (version 1.0.0), including the flat 5% service fee on each job's total invoice and that I am responsible for all liability arising from my work.