

# **The Maintain App**

THE MAINTAIN APP PTY LTD ABN 71 666 189 984

## **TERMS OF SERVICE (WORKERS)**

## INTRODUCTION

The Maintain App is a digital platform to help users effectively manage contracts for property maintenance services. Use of The Maintain App is subject to these Terms of Service.

## DEFINITIONS

The following terms are used regularly throughout these Terms of Service and have a particular meaning:

- (a) **ABN** means Australian Business Number.
- (b) **Account** means a registered account with the Platform.
- (c) **Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Western Australia, Australia.
- (d) **Chat** means the messaging function within the Platform.
- (e) **Company** means The Maintain App Pty Ltd ABN 71 666 189 984.
- (f) **Confidential Information** means any written or verbal information that:
  - i Any information deemed as confidential under these Terms of Service;
  - ii A party informs the other party that it considers it confidential and/or proprietary;
  - iii A party would reasonably consider to be confidential in the circumstances; and
  - iv Is personal information within the meaning of the Privacy Act and GDPR.but does not include information that a party can establish:
  - v Was in the public domain at the time it was given to that party;
  - vi Became part of the public domain, without that party's involvement in any way, after being given to the party;
  - vii Was in party's possession when it was given to the party, without having been acquired (directly or indirectly) from the disclosing party; or
  - viii Was received from another person who had the unrestricted legal right to disclose that information free from any confidentiality obligation.
- (g) **Contract** means a specific contract for property maintenance services between the Worker and a Customer that is managed via the Platform.
- (h) **Contract Fee** means the subscription fee payable by the Worker to create and manage a Contract via the Platform, as notified to the Worker on the Site and/or within the Platform.

- (i) **Customer** means a customer of the Worker that uses the Platform to track the progress of Contracts and receives an Invitation from the Worker.
- (j) **Fee** means any fee charged by the Company for use of the Platform.
- (k) **GDPR** means the EU General Data Protection Regulation 2016/679.
- (l) **GST** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (m) **Intellectual Property** means all copyright, patents, inventions, trade secrets, know-how, product formulations, designs, circuit layouts, databases, registered or unregistered trademarks, brand names, business names, domain names and other forms of intellectual property.
- (n) **Intellectual Property Rights** means, for the duration of the rights in any part of the world, any Moral Rights, industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property, applications for the registration of any Intellectual Property and any improvements, enhancements or modifications to any Intellectual Property registrations.
- (o) **Invitation** means an invitation to create an Account and connect to a Contract.
- (p) **Materials Allowance** means the maximum amount a Worker may be spend on materials as part of completing a Task without having to obtain the consent of the Customer, as agreed between the Worker and a Customer from time-to-time.
- (q) **Mobile Application Marketplace** means an online marketplace for access to the Platform and other applications for mobile devices, such as the App Store.
- (r) **Moral Rights** means:
  - i Moral rights pursuant to the *Copyright Act 1968* (Cth); and
  - ii Or any rights analogous to the rights set out in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended from time to time).
- (s) **Payment Gateway** means the online payment system the Company may adopt for payment of Fees from time-to-time.
- (t) **Platform** means the “The Maintain App” property maintenance digital platform owned and operated by the Company, accessible at a Mobile Application Marketplace.
- (u) **Privacy Policy** means the Company’s privacy policy as updated from time-to-time, which can be found at the Site.
- (v) **Privacy Act** means the *Privacy Act 1989* (Cth).
- (w) **Promotion** means any promotional discount or benefit made available to Workers by the Company from time-to-time.
- (x) **Site** means the Company’s website found at <https://www.themaintainapp.com/>, or such other URL used by the Company from time-to-time.
- (y) **Task** means a specific task or deliverable to be completed as part of a Contract.

- (z) **Tax Invoice** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (aa) **Terms of Service** means these terms and conditions agreed to by the Worker as a condition to using the Platform.
- (bb) **Time Allowance** means the amount of time budgeted under a Contract, as agreed between the Worker and a Customer from time-to-time.
- (cc) **Timetable** means the shared calendar timetable to schedule the completion of Tasks.
- (dd) **Worker** means a business that holds an Account to create and manage Contracts and is responsible for paying Contract Fees.
- (ee) **Worker Data** means all information and data entered or uploaded into the Platform by the Worker but does not include derivative data or analytics.

## 1 AGREEMENT

- 1.1 The licence granted under these Terms of Service shall be ongoing until terminated in accordance with the terms of these Terms of Service.
- 1.2 The Worker agrees that all use of the Platform is subject to these Terms of Service and must immediately cease to use the Platform if the Worker can no longer agree or adhere to these Terms of Service.
- 1.3 The Company may suspend an Account or restrict the access of any Worker that breaches these Terms of Service.

## 2 RELATIONSHIP

- 2.1 The Company's role is limited to providing the digital platform to facilitate the delivery of services between the Worker and Customers pursuant to a Contract.
- 2.2 The Worker and the Customer have a direct contractual relationship and are directly responsible to each other with respect to their obligations under a Contract, including especially the Worker's obligation to deliver the agreed services to the Customer and the Customer's obligation to pay the agreed service fees to the Worker.
- 2.3 The Worker is exclusively responsible for ensuring that a Customer agrees to their standard terms and conditions with respect to the delivery of services under a Contract (if any), which shall occur outside of the Platform.
- 2.4 The Worker acknowledges and accepts that any disputes with the Customer in respect of a Contract or otherwise shall be handled directly between each other without involvement of the Company.

## 3 USING THE PLATFORM

### 3.1 Account

- (a) To use the Platform, the Worker must have set up an Account.

- (b) As part of Account sign up, the Worker must include their personal details, as well as business details including (without limitation) business name and ABN (or other business identifier where located outside Australia).
- (c) The Worker must provide accurate and complete information when setting up an Account and, if necessary, update their Account to ensure that such information is maintained as current for the duration of these Terms of Service.
- (d) The Worker is solely responsible for ensuring that it has all necessary qualifications, accreditations, licences, or other credentials necessary to perform the services under the Contract for the duration of these Terms of Service.
- (e) By creating an Account and continue to operate an Account, the Worker warrants to the Company that they are authorised to undertake the services offered under a Contract and, where requested, can provide the Company with evidence to verify whether they are so authorised.
- (f) The Company may permit or deny the Worker an Account in its absolute discretion (although the Worker may generally obtain an Account by registering with the Platform and accepting these Terms of Service).
- (g) To clarify, it shall be free to download the Platform and create an Account, though the functions available to the Worker will be strictly limited for the free version.

### **3.2 Features**

The Company shall provide the Worker with access to and use of the features as agreed between the parties and provided within the Platform from time-to-time.

### **3.3 Contracts**

- (a) The primary feature of the Platform is to create and manage Contracts.
- (b) Subject to payment of the applicable Contract Fee, the Worker may create (and manage) multiple Contracts under their Account.
- (c) The Worker can view and switch between different Contracts at any time within their Account.
- (d) Once a Contract is successfully created, the Worker may invite the relevant Customer to connect with the Contract using the Invitation.
- (e) Where the Customer receives the Invitation, they will be required to create an Account to access the Platform and connect to the Contract (unless they have an Account created already).
- (f) The Worker shall agree on the Time Allowance for each Contract directly with the Customer. Where the full Time Allowance is not exhausted prior to the completion of a Contract, then the Worker agrees that any remaining unused time shall be lost without any rollover or credits.

### **3.4 Tasks**

- (a) The Worker may create (and manage) individual Tasks under the Contract.
- (b) Unless specified otherwise, there is no limit on the number of Tasks that may be created under a Contract.

- (c) In respect of a Task, the Worker may (without limitation):
  - i Set a name;
  - ii Enter a description;
  - iii Upload multimedia content (such as photos or videos);
  - iv Mark it is a priority;
  - v Set it on a regular, repetitive schedule;
  - vi Run a timer;
  - vii Enter materials used and relevant costs;
  - viii Make comments using the Chat; and
  - ix Change the status (such as completed).
- (d) To avoid doubt, Tasks may be updated at any time from within the Account, unless the Task has been marked as completed.
- (e) The Worker shall use the Timetable to schedule Tasks with the Customer and must ensure their availability as reflected in the Timetable is accurate and up to date at all times.
- (f) Unless the cost of materials used for a Task are within the Materials Allowance, the Worker must seek the consent of the Customer prior to using the materials.

**3.5 User Conduct.** The Worker acknowledges and agrees that:

- (a) They shall not use the Platform for any other purpose than to facilitate the completion of Contracts;
- (b) The Company accepts no responsibility for the conduct of any Worker or Customer;
- (c) The Company accepts no responsibility for any interaction between the Worker and Customer as a result of using the Platform, including the actual provision of services to Customers pursuant to Contracts; and
- (d) The Company makes no warranty as to the character or credentials of any Customer, including their capacity to pay service fees to the Worker.

**4 FEES**

**4.1 Contract Fee**

- (a) The primary Fee shall be the Contract Fee, which is payable in advance for the subscription period elected by the Worker.
- (b) The Worker agrees to make payment in advance for the Contract Fee due at such frequency, or on such dates, as the Worker has subscribed for.

- (c) The Worker can manage and update their subscription preferences at any time via their Account or relevant Mobile Application Marketplace.
- (d) Contract Fees will automatically renew on an ongoing basis and be charged to the Worker at the end of the Worker's current subscription period for an additional period equal in length on the same terms, unless and until validly cancelled by the Worker.
- (e) Where a subscription is validly cancelled by the Worker, those specific features and benefits associated with the subscription shall cease at the end of the current billing cycle.

#### **4.2 Variation to Fees**

- (a) The Company may vary the Contract Fees, or introduce new Fees, by giving the Worker written notice, in which case the new Fees will only apply at the next billing period after the Worker has been given such notice.
- (b) If the Worker does not accept a change to any Fees, then it may terminate these Terms of Service and stop using the Platform.

#### **4.3 Promotions**

Where applicable, Promotions may affect the Fees to be paid by the Worker.

#### **4.4 Payment, Currency, and Invoices**

- (a) All Fees shall be made via the Payment Gateway or in such other manner as the Company may direct from time-to-time.
- (b) All Fees are payable in Australian dollars, however transactions may be processed in an equivalent foreign currency (such as US dollars).
- (c) GST is applicable to any Fees charged by the Company. Unless expressed otherwise, all Fees shall be deemed inclusive of GST.
- (d) The Company will provide the Worker with a Tax Invoice for any payments.

#### **4.5 Refunds**

No refunds on Fees are offered except where required under law or as agreed at the absolute discretion of the Company.

### **5 WORKER DATA**

- 5.1** By uploading Worker Data, the Worker acknowledges and accepts that such Worker Data, which may include personal information, may be shared with and accessible by Customers connected to the Contract.
- 5.2** The Worker warrants that any Worker Data uploaded to the Platform about an individual is provided with that individual's consent. Under no circumstances will the Company be responsible to the Worker for another Worker's use of personal information made available within the Platform.
- 5.3** The Company accepts no liability for the content of Worker Data.

- 5.4** The Worker is responsible for the accuracy, quality and legality of any Worker Data uploaded to the Platform.
- 5.5** The Worker is liable for any intentionally or recklessly erroneous, corrupted, or false data uploaded to the Platform and indemnifies the Company for any loss, damage, cost or expense that the Company may suffer or incur as a result of or in connection with that data.
- 5.6** The Worker grants the Company an immediate, worldwide, royalty-free license to use and incorporate the Worker Data within the Platform, for the purposes of providing the Platform.
- 5.7** The Company shall not access, use, modify or otherwise deal with Worker Data except where required by compulsion of law or upon the Worker's authority (such as to provide support for the Platform).
- 5.8** The Company may suspend accessibility to Worker Data that the Company determines is illegal, offensive, indecent, or objectionable in its sole discretion.
- 5.9** The Company may delete Worker Data from its systems on termination of these Terms of Service.

## **6 GENERAL CONDITIONS**

### **6.1 Licence**

- (a) By accepting these Terms of Service, the Worker is granted a limited, non-exclusive, non-transferrable and revocable licence to access and use the Platform for the duration of these Terms of Service, in accordance with the terms and conditions of these Terms of Service.
- (b) The Company may issue the licence to the Worker on further terms or limitations as it sees fit.
- (c) The Company may revoke or suspend the Worker's licence(s) in its absolute discretion for any reason that it sees fit, including for breach of the terms and conditions in these Terms of Service by the Worker.

### **6.2 Modification of Terms**

- (a) The Company may, in its sole discretion, modify or update these Terms of Service from time-to-time.
- (b) When the Company changes these Terms of Service in a material manner, it will update the 'last modified' date at the top of these Terms of Service and notify the Worker that material changes have been made to these Terms.
- (c) The Worker should review this page periodically for notice of any changes to these Terms of Service.
- (d) The modified terms shall come into effect the next time the Worker accesses the Platform following the update to the Terms of Service.
- (e) If the Worker does not accept any changes to the terms of these Terms of Service, the Worker must immediately cease using the Platform.



### **6.3 Software-as-a-Service**

- (a) The Worker agrees and accepts that the Platform is:
  - i Hosted by the Company and shall only be installed, accessed, and maintained by the Company, accessed using the internet or other connection to the Company servers and is not available 'locally' from the Worker's systems; and
  - ii Managed and supported exclusively by the Company from the Company servers and that no 'back-end' access to the Platform is available to the Worker unless expressly agreed in writing.
- (b) As a hosted and managed service, the Company reserves the right to upgrade, maintain, tune, backup, amend, add, or remove features, redesign, improve or otherwise alter the Platform.

### **6.4 Support**

- (a) The Company shall provide reasonable support services in the manner agreed with the Worker from time-to-time.
- (b) The Company reserves the right to require the payment of reasonable fees for non-standard support requests prior to the provision of such support.

### **6.5 Use & Availability**

- (a) The Worker agrees that it shall only use the Platform for legal purposes and shall not use it to engage any conduct that is unlawful, immoral, threatening, abusive or in a way that is deemed unreasonable by the Company in its discretion.
- (b) The Worker is solely responsible for the security of its username and password for access to the Platform. The Worker shall notify the Company as soon as it becomes aware of any unauthorised access to its Account.
- (c) The Worker agrees that the Company shall provide access to the Platform to the best of its abilities, however:
  - i Access to the Platform may be prevented by issues outside of its control; and
  - ii The Company is not liable to the Worker and/or any Worker for any Worker not being able to access the Platform.

### **6.6 Privacy**

- (a) The Company maintains the Privacy Policy in compliance with the provisions of the Privacy Act and the GDPR with respect to personal information that it collects about the Worker and other individuals.
- (b) The Privacy Policy does not apply to how the Worker handles personal information. If necessary under the Privacy Act and/or the GDPR, it is the Worker's responsibility to meet the obligations of the Privacy Act and/or GDPR by implementing a privacy policy in accordance with law.
- (c) The Platform may use cookies (a small electronic file) to improve a Worker's experience while browsing, while also sending browsing information back to the

Company. The Worker may manage how it handles cookies in its own browser settings.

- (d) The Company may use Worker Data and other information collected via the Platform for research, developmental, statistical, and analytical purposes, subject to and in accordance with the Privacy Policy.

## 6.7 Data

- (a) **Security.** The Company takes the security of the Platform and the privacy of its users very seriously. The Worker agrees that the Worker shall not do anything to prejudice the security or privacy of the Company's systems or the information on them.
- (b) **Transmission.** The Company shall do all things reasonable to ensure that the transmission of data occurs according to accepted industry standards and the Privacy Policy. It is up to the Worker to ensure that any transmission standards meet the Worker's operating and legal requirements.
- (c) **Storage.** Data that is stored by the Company shall be stored according to accepted industry standards and the Privacy Policy.

## 6.8 Intellectual Property

- (a) **Trade marks.** The Company has moral, registered and unregistered rights in its trade marks and the Worker shall not copy, alter, use or otherwise deal in the marks without the prior written consent of the Company.
- (b) **Proprietary Information.** The Company may use software and other proprietary systems and Intellectual Property for which the Company has appropriate authority to use, and the Worker agrees that such is protected by copyright, trade marks, patents, proprietary rights and other laws, both domestically and internationally. The Worker warrants that it shall not infringe on any third-party rights through the use of the Platform.
- (c) **Platform.** The Worker agrees and accepts that the Platform is the Intellectual Property of the Company and the Worker further warrants that by using the Platform the Worker will not:
  - i Copy the Platform or the services that it provides for the Worker's own commercial purposes; and
  - ii Directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms contained in the Platform or any documentation associated with it.
- (d) **Content.** All content (excluding Worker Data) submitted to the Company, whether via the Platform or directly by other means, becomes and remains the Intellectual Property of the Company, including (without limitation) any source code, analytics, insights, ideas, enhancements, feature requests, suggestions or other information provided by the Worker or any other party with respect to the Platform.

## 6.9 Third Party Dependencies

The Worker agrees and acknowledges that the Platform has third party dependencies which may affect its availability, including (without limitation) internet service providers and hosting services, and that the Company has no means of controlling the availability of such dependencies and shall not be liable for any interruptions to such.

#### **6.10 Confidentiality**

- (a) Each party acknowledges and agrees that:
  - i the Confidential Information is secret, confidential and valuable to the disclosing party (**Discloser**);
  - ii it owes an obligation of confidence to the Discloser concerning the Confidential Information;
  - iii it must not disclose the Confidential Information to a third party except as permitted in these Terms of Service;
  - iv all Intellectual Property rights remain vested in the Discloser but disclosure of Confidential Information does not in any way transfer or assign any rights or interests in the Intellectual Property to the receiving party; and
  - v any breach or threatened breach by the receiving party of an obligation under these Terms of Service may cause the Discloser immediate and irreparable harm for which damages alone may not be an adequate remedy. Consequently the Discloser has the right, in addition to other remedies available at law or in equity, to seek injunctive relief against the receiving party (and its agents, assigns, employees, officers and directors, personally) or to compel specific performance of this clause.
- (b) A party must notify the Discloser in writing, giving full details known to it immediately, when it becomes aware of:
  - i any actual, suspected, likely or threatened breach by it of any obligations it has in relation to the Confidential Information.
  - ii any actual, suspected, likely or threatened breach by any person of any obligation in relation to the Confidential Information; or
  - iii any actual, suspected, likely or threatened theft, loss, damage, or unauthorized access, use or disclosure of or to any Confidential Information.
- (c) The receiving party must promptly take all steps that the Discloser may reasonably require and must co-operate with any investigation, litigation or other action of the Discloser or of a related body corporate if there is:
  - i any actual, suspected, likely or threatened breach of a term of these Terms of Service; or
  - ii any theft, loss, damage or unauthorized access, use or disclosure of or to any Confidential Information that is or was in its possession or control.

#### **6.11 Liability & Indemnity**

- (a) The Worker agrees that it uses the Platform at its own risk.

- (b) The Company makes no representation or guarantee that the Worker will achieve particular benefits or outcomes from using the Platform.
- (c) The Worker acknowledges that the Company is not responsible for the conduct or activities of any Worker or Customer and that the Company is not liable for such under any circumstances.
- (d) To avoid doubt, the Company is in no way responsible for the workmanship, actions, omissions or conduct generally of a Worker in relation to a Contract and cannot be held liable for such. The Company merely provides the digital platform to facilitate the management of Contracts.
- (e) The Worker agrees to indemnify the Company for any loss, damage, cost, or expense that the Company may suffer or incur as a result of or in connection with the Worker's use of or conduct in connection with the Platform, including any breach by the Worker of these Terms of Service.
- (f) In no circumstances will the Company be liable for any direct, incidental, consequential or indirect damages, personal injury, death, damage to property, loss of property, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from the Worker's access to, or use of, or inability to use the Platform, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not the Company knew or should have known of the possibility of such damage, loss, personal injury or death, or business interruption of any type, whether in tort, contract or otherwise.
- (g) Certain rights and remedies may be available under the *Competition and Consumer Act 2010* (Cth) or similar legislation of other States or Territories and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, the Company and the Company's related entities exclude all conditions, guarantees and warranties that may be implied or imposed by law. To the extent permitted by law, the Company's liability for breach of any such guarantee or implied warranty or condition that cannot be excluded is restricted, at the Company's option to:
  - i The re-supply of services or payment of the cost of re-supply of services; or
  - ii The replacement or repair of goods or payment of the cost of replacement or repair.

## 6.12 Termination

- (a) The Worker may terminate these Terms of Service by giving the Company written notice or simply by cancelling their Account, and access to the Platform shall terminate immediately, or at the end of the Worker's subscription period if at the time of terminating these Terms of Service the Worker holds an active subscription.
- (b) The Company may terminate these Terms of Service for cause by giving the Worker immediate written notice where:
  - i The Worker has been notified in writing of a breach and has not remedied that breach within 10 Business Days;
  - ii The Worker commits a breach which is incapable of remedy; and/or

iii The Worker repetitiously, wilfully, or recklessly commits a breach.

(c) Termination of these Terms of Service is without prejudice to and does not affect the accrued rights or remedies of any of the parties arising in any way out of these Terms of Service up to the date of expiry or termination.

### 6.13 Dispute Resolution

(a) If any dispute arises between the parties in connection with these Terms of Service (**Dispute**), then either party may notify the other of the Dispute with a notice (**Dispute Notice**) which:

i Includes or is accompanied by full and detailed particulars of the Dispute; and

ii Is delivered within 10 Business Days of the circumstances giving rise to the Dispute first occurring.

(b) Within 10 Business Days after a Dispute Notice is given, a representative (with the authority to resolve the dispute) parties must meet (virtually or otherwise) and seek to resolve the Dispute.

(c) Subject to clause (d), a party must not bring court proceedings in respect of any Dispute unless it first complies with the requirements of the dispute resolution mechanism outlined in this clause.

(d) Nothing in this clause prevents either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.

(e) Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this document and any related agreements.

### 6.14 Electronic Communication, Amendment & Assignment

(a) The words in this clause that are defined in the *Electronic Transactions Act 1999 (Cth)* have the same meaning.

(b) The Worker can direct notices, enquiries, complaints and so forth to the Company using the contact details notified to the Worker. The Company will notify the Worker of a change of details from time-to-time.

(c) The Company will send the Worker notices and other correspondence to the details that the Worker submits to the Company, or that the Worker notifies the Company of from time-to-time. It is the Worker's responsibility to update its contact details as they change.

(d) A consent, notice or communication under these Terms of Service is effective if it is sent as an electronic communication unless required to be physically delivered under law.

(e) Notices must be sent to the parties' most recent known contact details.

(f) The Worker may not assign or otherwise create an interest in these Terms of Service without prior written consent of the Company (which shall not be unreasonably withheld).

- (g) The Company may assign or otherwise create an interest in its rights under these Terms of Service by giving written notice to the Worker.

#### 6.15 General

- (a) **Special Conditions.** The parties may agree to any special conditions to these Terms of Service in writing.
- (b) **Prevalence.** To the extent these Terms of Service is in conflict with, or inconsistent with, any special conditions, the terms of those special conditions shall prevail.
- (c) **Disclaimer.** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in these Terms of Service.
- (d) **Relationship.** The relationship of the parties to these Terms of Service does not form a joint venture or partnership.
- (e) **Waiver.** No clause of these Terms of Service will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
- (f) **Further Assurances.** Each party must do anything necessary (including executing agreements and documents) to give full effect to these Terms of Service and the transaction facilitated by it.
- (g) **Governing Law.** These Terms of Service are governed by the laws of Victoria, Australia. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there.
- (h) **Severability.** Any clause of these Terms of Service, which is invalid or unenforceable, is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of these Terms of Service.
- (i) **Interpretation.** The following rules apply unless the context requires otherwise:
  - i Headings are only for convenience and do not affect interpretation.
  - ii The singular includes the plural and the opposite also applies.
  - iii If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
  - iv A reference to a clause refers to clauses in these Terms of Service.
  - v A reference to legislation is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
  - vi Mentioning anything after *includes*, *including*, or similar expressions, does not limit anything else that might be included.
  - vii A reference to a *party* to these Terms of Service or another agreement or document includes that party's successors and permitted substitutes and assigns (and, where applicable, the party's legal personal representatives).

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- viii A reference to a *person, corporation, trust, partnership, unincorporated body* or other entity includes any of them.
- ix A reference to *information* is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.

**END TERMS OF SERVICE**