SNAKE CATCHERS NSW

PLATFORM TERMS & CONDITIONS

Version: 1.0
Effective Date: September 2026
Jurisdiction: New South Wales, Australia

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1. INTRODUCTION

1.1 Snake Catchers NSW ("**Snake Catchers NSW**", "**we**", "**us**" or "**our**") operates an online platform designed to connect members of the public requiring snake-catching and related services with independent snake catchers and snake-catching businesses.

1.2 The platform may be accessed through our website, mobile application, online forms, telephone services, messaging systems and other technology operated or authorised by Snake Catchers NSW (collectively, the "**Platform**").

1.3 The Platform allows a Customer to submit a request for a service ("**Job**"), provide relevant information about the Job, receive an applicable price or pricing information, and have the Job offered to participating Catchers operating in the relevant area.

1.4 Participating Catchers may receive notifications of available Jobs and may accept Jobs in accordance with the Platform's procedures.

1.5 These Terms govern use of the Platform by both Customers and Catchers.

1.6 By creating an account, submitting a Job, accepting a Job, providing services through the Platform or otherwise using the Platform, you agree to be bound by these Terms.

1.7 If you do not agree to these Terms, you must not use the Platform.

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2. IMPORTANT NATURE OF THE PLATFORM

2.1 Snake Catchers NSW operates a technology platform and marketplace.

2.2 Unless expressly stated otherwise, Snake Catchers NSW does not itself provide the snake-catching service arranged between a Customer and a Catcher.

2.3 Catchers listed or participating on the Platform are independent service providers.

2.4 The agreement for the actual snake-catching or related service is between the Customer and the Catcher who accepts and performs the Job.

2.5 Snake Catchers NSW facilitates the connection, communication, Job allocation, pricing and/or payment processes but is not ordinarily a party to the service agreement between the Customer and Catcher.

2.6 Nothing in these Terms creates an employment relationship, partnership, joint venture, franchise, agency or other relationship of that nature between Snake Catchers NSW and a Catcher.

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3. DEFINITIONS

For these Terms:

Account means an account registered by a Customer or Catcher to use the Platform.

Accepted Job means a Job that has been accepted by a Catcher through the Platform.

Australian Consumer Law means Schedule 2 to the Competition and Consumer Act 2010 (Cth) and any applicable equivalent or replacement legislation.

Catcher means an independent snake catcher, wildlife service provider or snake-catching business registered or approved to receive Jobs through the Platform.

Customer means a person who uses the Platform to request or obtain a Service.

Job means a request for a Service submitted through the Platform.

Job Price means the price displayed or otherwise communicated to the Customer for the Job.

Platform means the Snake Catchers NSW website, application, software, systems, databases, communications services and associated technology.

Service means snake catching, snake relocation or another service offered through the Platform.

Service Agreement means the agreement between the Customer and Catcher for the performance of a Service.

User means a Customer or Catcher.

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4. ELIGIBILITY

4.1 You must provide information that is accurate, current and complete when creating an Account or using the Platform.

4.2 You must not create an Account using another person's identity without authorisation.

4.3 We may require additional information to verify your identity, business details, qualifications or eligibility to use particular Platform functions.

4.4 Snake Catchers NSW may refuse registration or restrict access where we reasonably consider that a User does not meet applicable requirements.

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5. CUSTOMER ACCOUNTS

5.1 A Customer may be required to provide:

(a) name;

(b) telephone number;

(c) email address;

(d) service address;

(e) suburb and postcode;

(f) information about the snake or suspected snake; and

(g) any other information reasonably necessary to arrange the Job.

5.2 Customers are responsible for maintaining the confidentiality of their Account credentials.

5.3 Customers must immediately notify Snake Catchers NSW if they believe their Account has been accessed without authorisation.

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6. SUBMITTING A JOB

6.1 A Customer may submit a Job through the Platform.

6.2 Customers must provide accurate and sufficient information to allow the Job to be assessed and allocated.

6.3 Customers should provide, where available:

(a) photographs;

(b) video;

(c) a description of the snake;

(d) the location where the snake was seen;

(e) information about whether the snake is still present;

(f) information regarding children or pets;

(g) property access information; and

(h) any known hazards.

6.4 Customers acknowledge that information supplied through the Platform may be incomplete or incorrect.

6.5 A Customer's identification of a snake species is not necessarily a confirmed identification.

6.6 Submission of a Job does not necessarily mean that a Catcher has accepted the Job.

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7. JOB DISTRIBUTION

7.1 Once a Job has been submitted, Snake Catchers NSW may offer the Job to one or more Catchers considered suitable for the relevant area or Service.

7.2 Job notifications may contain limited information necessary for a Catcher to decide whether to accept the Job.

7.3 Information supplied to Catchers may include:

(a) suburb;

(b) general Job description;

(c) applicable Job Price;

(d) relevant service information; and

(e) other information reasonably required to assess the Job.

7.4 Snake Catchers NSW may determine how Jobs are distributed, including by geographical area, availability, service type, operating hours, Catcher settings, customer requirements and other operational criteria.

7.5 We do not guarantee that a Job will be offered to every Catcher in an area.

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8. CATCHER ACCEPTANCE

8.1 A Catcher may accept or decline a Job using the method provided by the Platform.

8.2 Where the Platform requires a Catcher to respond to a Job notification, the Catcher must follow the relevant response process.

8.3 Once a Catcher accepts a Job, the Platform may notify the Customer that the Job has been accepted.

8.4 The notification may include:

(a) Catcher name or business name;

(b) contact information;

(c) estimated arrival time;

(d) Job Price; and

(e) other relevant information.

8.5 Acceptance of a Job creates an obligation on the Catcher to attend and perform the Service, subject to legitimate circumstances including safety concerns, access problems, emergencies and circumstances beyond the Catcher's reasonable control.

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9. UPFRONT PRICING

9.1 Where the Platform displays a fixed Job Price before a Customer proceeds, the Customer will generally be informed of that price before the Job is accepted.

9.2 The purpose of upfront pricing is to allow the Customer to understand the applicable Service price before proceeding.

9.3 A Catcher must not charge a Customer a different amount from the displayed Job Price unless:

(a) the original Job information was materially inaccurate;

(b) the Customer requests an additional service;

(c) additional work is separately agreed with the Customer; or

(d) the additional amount is otherwise permitted by the pricing terms disclosed through the Platform.

9.4 Where an additional charge is proposed, the Catcher should clearly explain the reason and obtain the Customer's agreement before undertaking the additional chargeable work, where reasonably practicable.

9.5 Snake Catchers NSW may establish different pricing models for different areas, Service types, times or circumstances.

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10. FORMATION OF THE SERVICE AGREEMENT

10.1 When a Catcher accepts a Job, the Customer and Catcher may enter into a Service Agreement.

10.2 The Service Agreement may be formed electronically, verbally or through conduct.

10.3 The Service Agreement is between the Customer and Catcher.

10.4 Snake Catchers NSW is not responsible for performing the Service unless expressly identified as the service provider for that particular Job.

10.5 The Catcher is responsible for ensuring that the Service is performed lawfully and competently.

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11. CATCHER REQUIREMENTS

11.1 A Catcher wishing to participate in the Platform must provide information reasonably requested by Snake Catchers NSW.

11.2 This may include:

(a) legal name;

(b) trading/business name;

(c) ABN;

(d) contact details;

(e) service areas;

(f) relevant qualifications;

(g) licences or permits;

(h) insurance information;

(i) photographs or profile information; and

(j) payment details required to receive funds.

11.3 A Catcher must ensure that all information supplied remains accurate.

11.4 A Catcher must immediately notify Snake Catchers NSW of any material change affecting their eligibility to provide Services.

11.5 A Catcher must not accept a Job where they are not legally authorised, appropriately qualified or reasonably capable of performing the Service.

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12. LICENCES, PERMITS AND LEGAL COMPLIANCE

12.1 Each Catcher is responsible for determining and complying with all laws, regulations, permits, licences, wildlife requirements, local requirements and other legal obligations applicable to the Services they provide.

12.2 A Catcher must maintain all required licences, permits, approvals and qualifications throughout their participation on the Platform.

12.3 Snake Catchers NSW may request evidence of compliance.

12.4 Snake Catchers NSW may suspend a Catcher's access where requested evidence is not provided or where we reasonably believe the Catcher may not be legally authorised to perform a Service.

12.5 Nothing in these Terms constitutes legal advice to a Catcher about whether a particular licence, permit or approval is required.

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13. INSURANCE

13.1 Each Catcher is responsible for obtaining and maintaining insurance appropriate to the Services they provide.

13.2 Where Snake Catchers NSW requires evidence of insurance, a Catcher must provide current evidence within the timeframe specified.

13.3 A Catcher must not represent that Snake Catchers NSW provides insurance coverage for the Catcher's business unless expressly stated in writing.

13.4 Catchers remain responsible for their own workers, subcontractors, vehicles, equipment, business activities and liabilities.

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14. CATCHER PROFESSIONAL OBLIGATIONS

A Catcher must:

(a) act professionally and courteously;

(b) use appropriate equipment;

(c) take reasonable precautions to protect people, pets and property;

(d) comply with applicable wildlife requirements;

(e) accurately describe the Service being provided;

(f) communicate material delays to the Customer;

(g) provide reasonable care and skill;

(h) avoid unnecessary interference with wildlife;

(i) maintain appropriate records where legally required; and

(j) promptly report serious incidents where required by law or Platform policy.

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15. CUSTOMER SAFETY

15.1 Snakes are wild animals and may present a risk of injury.

15.2 Customers must not attempt to catch, kill, handle, corner, provoke or interfere with a snake.

15.3 Customers should keep children and pets away from the snake and surrounding area where reasonably practicable.

15.4 Customers must follow reasonable safety directions given by a Catcher.

15.5 Customers must disclose known hazards that could affect safe attendance.

15.6 If a person has been bitten or there is a suspected snake bite, the Customer should seek emergency medical assistance immediately.

15.7 The Platform is not an emergency medical service.

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16. PROPERTY ACCESS

16.1 Customers are responsible for providing lawful and reasonably safe access to the property.

16.2 A Catcher may refuse to enter an area where they reasonably believe there is an unacceptable safety risk.

16.3 Customers must disclose known hazards including, where applicable:

(a) aggressive animals;

(b) inaccessible areas;

(c) dangerous structures;

(d) electrical hazards;

(e) hazardous chemicals;

(f) unsafe terrain;

(g) confined spaces; and

(h) other known risks.

16.4 Where safe access cannot be provided, the Catcher may cancel or decline the Service.

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17. ARRIVAL TIMES

17.1 The Platform may provide an estimated arrival time.

17.2 An ETA is an estimate only and is not a guarantee unless expressly stated otherwise.

17.3 Delays may occur because of traffic, weather, previous Jobs, emergencies, animal behaviour, access issues or other circumstances outside the Catcher's reasonable control.

17.4 Catchers should make reasonable efforts to communicate material delays.

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18. CANCELLATION BY CUSTOMER

18.1 A Customer may cancel a Job through the Platform or by contacting the relevant Catcher or Snake Catchers NSW where appropriate.

18.2 Cancellation before the Catcher has commenced reasonable travel may generally be permitted without charge, subject to the applicable cancellation policy.

18.3 Where a Catcher has already travelled to the property, commenced the Service or incurred a disclosed attendance charge, a cancellation or attendance fee may apply where permitted by law and disclosed to the Customer.

18.4 A Customer must not deliberately create a Job and then repeatedly cancel it to disrupt the Platform or Catchers.

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19. CANCELLATION BY CATCHER

19.1 A Catcher may cancel or decline an Accepted Job where:

(a) the location is unsafe;

(b) the Catcher is not legally authorised to perform the Service;

(c) the Job materially differs from the information provided;

(d) access is unavailable;

(e) an emergency prevents attendance;

(f) the Catcher experiences a genuine safety concern; or

(g) another legitimate circumstance prevents performance.

19.2 A Catcher must not cancel Accepted Jobs for discriminatory, misleading or improper reasons.

19.3 Where reasonably practicable, the Catcher should notify Snake Catchers NSW and/or the Customer promptly.

20. NO-SHOWS

20.1 A Customer who is unavailable when the Catcher attends may be treated as a no-show.

20.2 A Catcher who accepts a Job and fails to attend without reasonable justification may be treated as a Catcher no-show.

20.3 Repeated Customer or Catcher no-shows may result in account restrictions, cancellation charges or suspension.

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21. PAYMENT

21.1 Customers may be required to pay for a Service through the Platform, directly to the Catcher, or through another payment method specified for the Job.

21.2 Where payment is processed through a third-party payment provider, that provider's terms may also apply.

21.3 A Customer authorises payment of the applicable amount once they proceed with a chargeable Service.

21.4 Catchers must not misrepresent the price of a Service.

21.5 Catchers must not demand payment outside the Platform in circumstances where the Platform requires payment through the Platform.

21.6 Snake Catchers NSW may deduct applicable Platform fees, commissions, referral fees, payment-processing charges or other agreed amounts from amounts payable to Catchers.

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22. CATCHER FEES AND COMMISSIONS

22.1 Participation in the Platform may be subject to fees, commissions, referral fees, subscriptions or other charges.

22.2 The applicable fee arrangement will be communicated to Catchers through the Catcher registration process, Platform, agreement or other written communication.

22.3 Unless otherwise agreed, Snake Catchers NSW may deduct amounts owed by a Catcher from payments otherwise due to that Catcher.

22.4 A Catcher must not attempt to circumvent Platform fees by moving a Platform-generated Customer relationship outside the Platform for the purpose of avoiding an applicable fee.

22.5 Nothing in this clause prevents a Catcher from complying with a lawful right or obligation that cannot legally be restricted.

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23. PAYMENT TO CATCHERS

23.1 Where Snake Catchers NSW collects payment on behalf of a Catcher, funds may be paid to the Catcher after deduction of applicable fees, refunds, chargebacks or other amounts properly payable.

23.2 Payment timing may depend on the payment provider and Platform payment cycle.

23.3 Snake Catchers NSW may delay or withhold payment where reasonably necessary to investigate:

(a) suspected fraud;

(b) a disputed transaction;

(c) a chargeback;

(d) duplicate payment;

(e) suspected Platform abuse;

(f) a serious Customer complaint; or

(g) suspected breach of these Terms.

23.4 Any withheld amount will be dealt with in accordance with applicable law and the circumstances of the matter.

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24. TAXATION

24.1 Each Catcher is responsible for their own tax obligations arising from income earned through the Platform.

24.2 Catchers are responsible for determining whether they are required to register for GST or otherwise account for GST.

24.3 Snake Catchers NSW may request tax invoices, ABN information or other documentation where reasonably necessary for accounting or legal compliance.

24.4 Nothing in these Terms constitutes tax advice.

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25. REFUNDS

25.1 Refunds will be considered in accordance with the applicable Service terms, Platform policies and Australian Consumer Law.

25.2 Where a Customer believes a refund is appropriate, they should contact Snake Catchers NSW or the relevant Catcher as soon as reasonably practicable.

25.3 A refund may be appropriate where, for example:

(a) a payment was processed incorrectly;

(b) a Service was not provided;

(c) the Customer was charged an amount that was not authorised;

(d) a duplicate payment occurred; or

(e) a refund is otherwise required by law.

25.4 Snake Catchers NSW may require information reasonably necessary to investigate a refund request.

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26. CHARGEBACKS

26.1 Where a payment is reversed, charged back or disputed through a payment provider, Snake Catchers NSW may investigate the transaction.

26.2 Where permitted by law and the applicable payment arrangements, the amount of a valid chargeback may be recovered from the Catcher to whom the payment related.

26.3 Snake Catchers NSW may provide relevant transaction information to the payment provider where necessary to respond to a dispute.

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27. REVIEWS AND RATINGS

27.1 Customers may be invited to rate or review a Catcher after a Service.

27.2 Reviews must be honest and based on the Customer's genuine experience.

27.3 Users must not:

(a) create fake reviews;

(b) review themselves;

(c) ask another person to create a false review;

(d) threaten a person over a review;

(e) offer an improper incentive for a particular rating;

(f) impersonate another person; or

(g) publish unlawful, threatening or abusive material.

27.4 Snake Catchers NSW may moderate, remove or restrict content that breaches Platform rules or applicable law.

27.5 A review does not necessarily represent the views of Snake Catchers NSW.

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28. COMPLAINTS

28.1 Customers and Catchers are encouraged to raise complaints promptly.

28.2 Snake Catchers NSW may request:

(a) Job details;

(b) messages;

(c) photographs;

(d) payment records;

(e) invoices;

(f) witness information; and

(g) other relevant information.

28.3 Snake Catchers NSW may communicate with the parties and attempt to facilitate a resolution.

28.4 Unless otherwise required by law, Snake Catchers NSW is not required to determine disputes between a Customer and Catcher.

28.5 Nothing in this section prevents a User from exercising rights available under applicable law.

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29. PROHIBITED CONDUCT

Users must not:

(a) use the Platform for an unlawful purpose;

(b) provide deliberately false information;

(c) impersonate another person;

(d) threaten or abuse another User;

(e) harass another User;

(f) interfere with Platform operation;

(g) attempt to access another User's Account;

(h) introduce malicious software;

(i) reverse engineer the Platform;

(j) scrape or systematically copy Platform data without permission;

(k) manipulate reviews;

(l) use the Platform to facilitate unlawful activity;

(m) circumvent applicable Platform fees;

(n) submit fraudulent Jobs;

(o) misuse Customer or Catcher contact information; or

(p) otherwise misuse the Platform.

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30. EMERGENCIES AND DANGEROUS SITUATIONS

30.1 The Platform is not an emergency response service.

30.2 Users must contact the appropriate emergency service where immediate assistance is required.

30.3 A Catcher may decline or cease a Job where the Catcher reasonably believes that continuing would create an unacceptable risk to themselves, another person or property.

30.4 Snake Catchers NSW may suspend Platform operations in an area where circumstances create significant safety risks.

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31. WILDLIFE AND ANIMAL WELFARE

31.1 Catchers must comply with applicable wildlife and animal welfare laws and requirements.

31.2 Catchers must not represent that relocation, release or treatment of an animal is permitted where they do not have the legal authority to do so.

31.3 The appropriate outcome for a captured animal may depend upon the species, circumstances, location and applicable legal requirements.

31.4 Snake Catchers NSW does not guarantee that a particular animal will be relocated to a particular location or in a particular manner.

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32. PHOTOGRAPHS, VIDEOS AND CUSTOMER CONTENT

32.1 Customers may upload photographs, videos and descriptions to assist with a Job.

32.2 Customers warrant that they have the right to provide such material.

32.3 By uploading content, a Customer grants Snake Catchers NSW a non-exclusive licence to use, reproduce, store and transmit that content for the purposes of operating, improving and administering the Platform and arranging the requested Service.

32.4 Snake Catchers NSW will handle personal information in accordance with its Privacy Policy.

32.5 Snake Catchers NSW will not knowingly use private Customer content for unrelated commercial purposes without an appropriate legal basis or consent where required.

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33. CATCHER PROFILE CONTENT

33.1 Catchers may provide photographs, business descriptions, logos and other promotional material for use on the Platform.

33.2 A Catcher grants Snake Catchers NSW a non-exclusive licence to display that material for the purposes of operating and promoting the Platform.

33.3 Catchers warrant that they have permission to use any material they provide.

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34. INTELLECTUAL PROPERTY

34.1 The Platform, including its software, design, databases, logos, trademarks, text, graphics and other original material, is owned by or licensed to Snake Catchers NSW or its relevant licensors.

34.2 Users receive a limited right to use the Platform for its intended purpose.

34.3 Users must not copy, reproduce, sell, distribute or commercially exploit Platform material without permission.

34.4 Nothing in these Terms transfers ownership of intellectual property to a User.

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35. PRIVACY

35.1 Snake Catchers NSW may collect personal information necessary to operate the Platform.

35.2 This may include:

(a) names;

(b) telephone numbers;

(c) email addresses;

(d) addresses;

(e) Job information;

(f) payment-related information;

(g) Account information;

(h) communications; and

(i) information required to verify Catchers.

35.3 Customer information may be provided to a Catcher where reasonably necessary to perform an Accepted Job.

35.4 Catchers must only use Customer information for legitimate purposes connected with the Service or as otherwise authorised.

35.5 Catchers must not sell, distribute or misuse Customer information.

35.6 Users should refer to the Snake Catchers NSW Privacy Policy for further information about the collection, use, disclosure and handling of personal information.

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36. COMMUNICATIONS

36.1 By using the Platform, Users may receive communications relating to:

(a) Job requests;

(b) Job acceptance;

(c) ETA updates;

(d) cancellations;

(e) payments;

(f) Account security;

(g) complaints;

(h) Platform operation; and

(i) other services requested by the User.

36.2 Users may be able to control certain marketing communications through available settings.

36.3 Transactional and security communications may continue where reasonably necessary to operate the Account or Service.

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37. THIRD-PARTY SERVICES

37.1 Snake Catchers NSW may use third-party providers for:

(a) payment processing;

(b) messaging;

(c) mapping;

(d) hosting;

(e) authentication;

(f) analytics;

(g) communications; and

(h) other Platform functions.

37.2 Third-party services may be governed by their own terms and privacy policies.

37.3 Snake Catchers NSW is not responsible for failures caused solely by third-party systems outside our reasonable control.

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38. MAPS AND LOCATION INFORMATION

38.1 The Platform may use mapping or location services to assist with Job allocation and navigation.

38.2 Location information may be approximate or subject to technical error.

38.3 Catchers remain responsible for confirming the correct property before commencing a Service.

38.4 Customers should ensure that the address supplied is accurate.

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39. PLATFORM AVAILABILITY

39.1 We aim to keep the Platform operational but do not guarantee uninterrupted availability.

39.2 The Platform may be temporarily unavailable because of:

(a) maintenance;

(b) upgrades;

(c) technical problems;

(d) telecommunications failures;

(e) third-party service outages;

(f) cyber incidents;

(g) extreme weather; or

(h) circumstances outside our reasonable control.

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40. ACCOUNT SUSPENSION

40.1 Snake Catchers NSW may suspend or restrict an Account where reasonably necessary to:

(a) protect Users;

(b) investigate suspected fraud;

(c) investigate complaints;

(d) investigate safety concerns;

(e) verify qualifications or insurance;

(f) investigate payment disputes;

(g) enforce these Terms; or

(h) comply with legal obligations.

40.2 Where appropriate, we may provide the User with an opportunity to respond.

40.3 Immediate suspension may occur where delay could create a safety, legal, financial or Platform-integrity risk.

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41. TERMINATION

41.1 A User may stop using the Platform at any time.

41.2 Snake Catchers NSW may terminate or permanently restrict an Account where the User materially breaches these Terms or where continued access is reasonably considered inappropriate.

41.3 Termination does not affect rights or obligations accrued before termination.

41.4 Payment obligations, confidentiality obligations, intellectual property provisions, liability provisions and other provisions intended to survive termination will continue where applicable.

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42. LIMITATION OF LIABILITY

42.1 To the maximum extent permitted by law, Snake Catchers NSW is not liable for loss, damage, cost or expense arising from the acts or omissions of a Customer or Catcher.

42.2 This includes loss arising from:

(a) a Catcher's performance or non-performance of a Service;

(b) inaccurate information supplied by a User;

(c) property access issues;

(d) delays;

(e) animal behaviour;

(f) interactions between Users;

(g) a User's failure to follow safety instructions;

(h) third-party payment systems;

(i) telecommunications failures;

(j) Platform outages; or

(k) circumstances outside Snake Catchers NSW's reasonable control.

42.3 Nothing in these Terms excludes liability that cannot legally be excluded.

42.4 Where liability may lawfully be limited, Snake Catchers NSW's liability will be limited to the extent permitted by applicable law.

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43. AUSTRALIAN CONSUMER LAW

43.1 Nothing in these Terms is intended to exclude, restrict or modify a right, guarantee, warranty, condition or remedy that cannot lawfully be excluded under the Australian Consumer Law or other applicable legislation.

43.2 Where the Australian Consumer Law applies, Customers may have rights and remedies that cannot be excluded by agreement.

43.3 Nothing in these Terms requires a Customer to waive a statutory right.

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44. INDEMNITY

44.1 To the maximum extent permitted by law, a User indemnifies Snake Catchers NSW against reasonable loss, damage, liability, cost or expense arising from:

(a) the User's breach of these Terms;

(b) unlawful conduct;

(c) fraud;

(d) negligence;

(e) misuse of the Platform;

(f) infringement of another person's intellectual property rights; or

(g) information supplied by the User that causes loss to another person.

44.2 This indemnity does not apply to the extent that the relevant loss was caused by conduct for which Snake Catchers NSW is legally responsible and cannot contract out of.

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45. USER DISPUTES

45.1 Customers and Catchers acknowledge that the Service Agreement is generally between them.

45.2 Snake Catchers NSW may, at its discretion, assist with communication or provide information relevant to a dispute.

45.3 Snake Catchers NSW does not guarantee that it will resolve a dispute.

45.4 Nothing in this clause prevents a User from pursuing any legal right or remedy available to them.

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46. FRAUD AND MISUSE

46.1 Snake Catchers NSW may investigate suspected fraudulent activity.

46.2 This may include suspected:

(a) fraudulent Jobs;

(b) payment fraud;

(c) fake Accounts;

(d) false reviews;

(e) identity misuse;

(f) fee circumvention; or

(g) manipulation of Platform systems.

46.3 We may provide information to law enforcement, regulators, payment providers or other relevant parties where permitted or required by law.

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47. RECORDS

47.1 Snake Catchers NSW may retain records relating to Jobs, Accounts, payments, communications and Platform activity for legitimate business, legal, security and compliance purposes.

47.2 Records may include timestamps, Job status, communications, payment information and User activity.

47.3 Records will be handled in accordance with applicable privacy requirements.

48. CHANGES TO THE PLATFORM

48.1 Snake Catchers NSW may modify, improve, replace or discontinue Platform features.

48.2 Features may include Job distribution, pricing, messaging, payments, notifications, reviews and Account functions.

48.3 Where a change materially affects an existing contractual arrangement, Snake Catchers NSW will take reasonable steps to notify affected Users where required by law.

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49. CHANGES TO THESE TERMS

49.1 Snake Catchers NSW may amend these Terms from time to time.

49.2 Updated Terms may be published through the Platform.

49.3 Where required by law, Users will be given appropriate notice of material changes.

49.4 Continued use of the Platform following the effective date of amended Terms may constitute acceptance of those amendments to the extent permitted by law.

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50. NOTICES

50.1 Notices may be provided by:

(a) email;

(b) SMS;

(c) in-app notification;

(d) website notification;

(e) telephone; or

(f) another communication method reasonably used by the Platform.

50.2 Users are responsible for maintaining accurate contact information.

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51. ASSIGNMENT

51.1 A User must not transfer their Account or rights under these Terms without Snake Catchers NSW's prior consent where consent is required.

51.2 Snake Catchers NSW may transfer or restructure its rights and obligations in connection with the operation, sale, restructuring or transfer of the Platform, subject to applicable law.

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52. SEVERABILITY

52.1 If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision will be read down or severed to the minimum extent necessary.

52.2 The remaining provisions will continue to operate to the extent permitted by law.

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53. WAIVER

53.1 A failure or delay by Snake Catchers NSW to enforce a provision does not constitute a waiver of that provision.

53.2 A waiver must be given expressly to be effective.

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54. ENTIRE AGREEMENT

54.1 These Terms, together with any applicable Platform policies, Privacy Policy, pricing information and specific Service terms, constitute the agreement governing use of the Platform, subject to any separate agreement expressly entered into between the parties.

54.2 If there is an inconsistency between these Terms and a specific written agreement, the specific agreement will prevail to the extent of the inconsistency.

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55. GOVERNING LAW

55.1 These Terms are governed by the laws of New South Wales, Australia.

55.2 The parties submit to the courts and tribunals of New South Wales and Australia having jurisdiction.

56. CONTACT

For questions, complaints or enquiries regarding the Platform, Customers and Catchers may contact:

Snake Catchers NSW

Website: https://snakecatchersnsw.com.au/

Email: **Info@snakecatchersnsw.com.au**

Phone: **0428458856**

Business/Legal Entity: **Snake Catchers NSW Pty Ltd**

ABN: 65696093473

57. ACCEPTANCE

By selecting "I Agree", creating an Account, submitting a Job, accepting a Job or otherwise using the Platform, you acknowledge that:

1. you have read these Terms;
2. you understand these Terms;
3. you agree to be bound by these Terms;
4. you have provided accurate information;
5. you will comply with applicable laws; and
6. you understand that the actual Service is generally provided by an independent Catcher and that the Service Agreement is between the Customer and Catcher.

END OF TERMS & CONDITIONS