



EXPERT TERMS AND CONDITIONS

Welcome to Koala & Joe! We're on a mission to create the healthiest, happiest generation of children and parents yet.

Koala & Joe provides an introductory service where we help parents-to-be, parents and carers (**Parents and Carers**) connect with professionals (**Experts**).

This agreement governs your use of the Koala & Joe platform (**Platform**) and any other services made available through the Platform. By using the Platform, you agree to be bound by this agreement which forms a binding contractual agreement between you, the User, and us, Koala & Joe Limited (Company Number 13066589) (**Koala & Joe, we or us**).

When we talk about the "**Services**" in this agreement, we are referring to the introductory and booking services available through the Platform and any associated services we offer.

DISCLAIMER

Koala & Joe provides an introductory Platform only for Parents and Carers to find Experts.

Koala & Joe is not a medical or other professional service. Koala & Joe provides information and Services that are general in nature. Any information on our Platform or in our Services is not a substitute for medical or other professional advice.

1. The purpose of providing you with the Platform and the Services is to connect you, an Expert, with Parents and Carers.
2. Koala & Joe does not provide medical or mental health advice and does not represent that its staff are medically trained.
3. Any information on the Platform, or shared in any of our Services, are in no way to be taken as advice, including medical advice.
4. We do not warrant or guarantee that any information provided through the Platform is accurate, complete or correct.
5. We encourage you to seek professional advice if you are unsure about anything on our Platform or in our Services.

1. ELIGIBILITY

- (a) This Platform is not intended for unsupervised use by any person under the age of 18 years old or any person who has previously been suspended or prohibited from using the Platform. By using the Platform, you represent and warrant that you:
 - (i) are over the age of 18 years and accessing the Platform for personal use; and
 - (ii) have not been previously suspended or prohibited from using the Platform.
- (b) If you use the Platform on behalf of a company or organisation you warrant that you have the necessary authority from that company or organisation to do so.

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2. ACCOUNTS

2.1 GENERAL ACCOUNT OBLIGATIONS

- (a) In order to use most of the functionality of the Platform, all users (including Parents/Carers and Experts) (**Users**) are required to sign-up, register and receive an account through the Platform (an **Account**).
- (b) As part of the Account registration process and as part of your continued use of the Platform, you are required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, and other information as determined by Koala & Joe from time to time.
- (c) You warrant that any information you give to Koala & Joe in the course of completing the Account registration process will always be accurate, honest, correct and up to date.
- (d) Correspondence between Users must take place on the Platform. You agree to ensure that your Account does not display any of your personal contact information at any time such that it can be viewed by any other User.
- (e) Once you complete the Account registration process, Koala & Joe may, in its absolute discretion, choose to accept you as a registered user within the Platform and provide you with an Account.
- (f) Koala & Joe reserves the right to contact you about any concerning behaviour by you, or to seek a resolution with you.
- (g) Koala & Joe may, in its absolute discretion, suspend or cancel your Account for any reason, including for any failure to comply with this agreement.

2.2 EXPERT ACCOUNT OBLIGATIONS

- (a) In order to create an Account as an Expert, you will be required to complete our Koala & Joe Expert Form (**Form**) through the Platform. We will collect your personal information in accordance with our Privacy Policy as set out in clause 22. In completing the Form, you will be required to provide personal information, including but not limited to:
 - (i) your email, mobile phone number, address, passport documentation and social media accounts;
 - (ii) professional details including your practice's name (if applicable), areas of expertise and qualifications;
 - (iii) documentation showing evidence of your professional qualifications and memberships of relevant associations;
 - (iv) documentation showing evidence of your professional insurance cover;
 - (v) your Disclosure and Barring Service certificate;
 - (vi) the services you offer and different sessions available for Parents and Carers to book through the Platform (**Professional Services**);
 - (vii) testimonials from your previous clients that you provide to us (including the contact details of such clients. You agree to us contacting such clients so that we can verify their testimonials);

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- (viii) your days and times of availability to provide the Professional Services to Parents and Carers; and
 - (ix) other details we require for your profile from time to time.
- (b) You agree that we will use some of the information provided in clause 2.2(a) above to create a public profile on the Platform (**Profile**), so users can view your Profile before booking your Professional Services.
- (c) You are responsible for the accuracy and legal compliance of any information you provide to us or upload to your Profile directly, and we are not liable for such information in any way.
- (d) You warrant to Koala & Joe that all information provided by you in the Form is correct and up-to-date, and will inform Koala & Joe if any of the information in the Form is no longer correct. It is your responsibility to ensure that your availability to provide the Professional Services to Parents and Carers is correct and up-to-date from time to time.
- (e) You must at all times maintain a valid Disclosure and Barring Service certificate in the jurisdiction you will offer Professional Services in. Koala & Joe is under no obligation to confirm the status of your eligibility to work with people under 18 years old. You indemnify Koala & Joe against any claim that may arise in connection with your eligibility to work with people under 18 years old.
- (f) You must ensure that your trading identity and address is clearly visible to Parents and Carers.

3. THE EXPERT'S OBLIGATIONS

- (a) You must provide the Professional Services in accordance with this agreement and to the highest industry standards, including:
 - (i) in accordance with Koala & Joe's reasonable directions and policies (as notified to you from time to time);
 - (ii) in accordance with all applicable laws, tax obligations and industry standards, including professional codes of conduct; and
 - (iii) with due care and skill and in a professional, punctual and diligent manner.
- (b) You must hold the relevant practice licences, consents, authorities, qualifications and insurances that are required for the Expert to perform the Professional Services.

4. BOOKINGS

- (a) After viewing your Profile, Parents or Carers may make a booking through the Platform for your Professional Services (**Booking**).
- (b) Once a Parent or Carer makes a Booking, it is your responsibility to ensure that the Parent or Carer knows the location of their Booking, or otherwise provide them with online access details for the Booking if the Professional Services will be performed online.

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- (c) You must ensure that the Professional Services are provided in a diligent manner, on the date and at the times set out in the Booking.
- (d) You acknowledge and agree that a Parent or Carer may review any Professional Services you provide during a Booking on the Platform (**Reviews**), which may be publicly available to other Users. To the maximum extent permitted by law, we are not responsible for the content of any Reviews.
- (e) Any additional terms and conditions relating to a Booking or the provision of Professional Services are solely between you and the relevant Parent or Carer and do not involve Koala & Joe in any way, except that they must not be inconsistent with your or the Parent's/Carer's obligations under this agreement.

5. VERIFICATION

- (a) (**Verification**) We may verify details provided in the Form using our processes or an external identity verification service as applicable (**Verification Service**).
- (b) (**Your personal information and privacy**) We will collect your personal information in accordance with our Privacy Policy as set out in clause 22. Where a Verification Service is used, you acknowledge and agree that:
 - (i) we may contact and share your personal information with a Verification Service to verify your details;
 - (ii) you consent to us receiving, sharing and using this information to enable us to carry out the Verification Service.
- (c) (**Fees**) We may charge non-refundable fees for the Verification Service, as set out on the Platform.
- (d) (**Warranty and Indemnity**) You acknowledge and agree that:
 - (iii) we are reliant on the information provided by the Verification Service to verify your identity, qualifications and other relevant information and to the extent permitted by law, we disclaim all warranties that the Verification Service will be accurate or guarantee that the Verification Service will ensure you contract with a suitable User; and
 - (iv) you should make your own inquiries as to other Users' identities before engaging in contracts with those Users.

6. ONLINE PAYMENT PARTNER

- (b) We may use a third-party online payment partner, currently Stripe (**Online Payment Partner**) to collect payments on the Platform, including for our Services.
- (c) The processing of payments by the Online Payment Partner will be, in addition to this agreement, subject to the terms, conditions and privacy policies of the Online Payment Partner.
- (d) You agree to release Koala & Joe and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from any act or omission of the Online Payment Partner, including any issue

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with security or performance of the Online Payment Partner's platform or any error or mistake in processing your payment.

- (e) We reserve the right to correct, or to instruct our Online Payment Partner to correct, any errors or mistakes in collecting your payment.

7. FEES

- (a) You agree to pay all applicable fees as set out on the Platform from time to time, including any sign-up fees, administration fees and commission.
- (b) You will be required to quote the cost of providing the Professional Services specified in your Profile (**Quoted Amount**). We will charge you a percentage of the Quoted Amount (**Service Fee**) for each Booking that is made by a Parent. The Service Fee will be set out on our Platform from time to time.
- (c) When a Parent or Carer makes a Booking, they will be notified of the Quoted Amount.
- (d) Once a Booking is complete, please notify us using the functionality on the Platform. The Parent or Carer will then be charged the Quoted Amount, and the balance of the Quoted Amount minus the Service Fee (**Your Fee**) will be transferred to your nominated bank account in accordance with the Online Payment Partner's terms and conditions within a reasonable amount of time after you have notified us that the booking is complete.
- (e) You:
 - (i) appoint the Online Payment Partner as your limited collection agent solely for the purpose of accepting Your Fee from the Parent;
 - (ii) agree that payments made by Users to the Online Payment Partner (acting as your collection agent) will be considered the same as payments made directly to you; and
 - (iii) agree that all payments to your nominated bank accounts will be made in accordance with the timing specified by Koala & Joe Limited, which may vary depending on your geographic location. The Online Payment Partner's current payment terms are available here: <https://stripe.com/docs/payouts>.
- (f) Koala & Joe reserves the right to change or waive the Service Fee at any time by updating this agreement, on written notice to you. We will provide you with at least 14 days' written notice if this occurs, and upon receipt of such notice you will have the right to terminate this agreement immediately, on written notice to us. Your continued use of the Services after you receive such written notice will constitute your consent to the change and/or waiver set out in that notice.
- (g) You acknowledge and agree that, unless applicable laws or regulations require otherwise, taxes (including VAT) will be calculated and charged on the Quoted Amount and we will calculate the Service Fee on an amount equal to the Quoted Amount plus any taxes applicable to the Quoted Amount.

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- (h) Disputes will be dealt with in accordance with clause 18. We reserve the right not to provide you with Your Fee once a Booking is complete on the Parent's request with regard to the circumstances, at our discretion.

8. REFUNDS & CANCELLATIONS

- (a) You must take all reasonable steps to complete the Booking.
- (b) Parents and Carers may cancel or reschedule a Booking through the Platform. Subject to clause 8(c), if a Parent or Carer cancels or reschedules a Booking less than 24 hours before the Booking start time, or does not attend the Booking, the Parent or Carer will be charged the Quoted Amount and you will receive Your Fee.
- (c) There may be limited circumstances where a Parent or Carer requests to cancel or reschedule their Booking within 24 hours of the Booking, or does not attend the Booking, and Koala & Joe refunds the Quoted Amount to the Parent or Carer. Such refunds will occur at Koala & Joe's discretion, and you will not receive Your Fee in such circumstances.
- (d) Without limiting or otherwise affecting the terms of this agreement, if you wish to cancel a Booking, you must contact the Parent or Carer using the Platform's functionality. If Koala & Joe decides to investigate your request, you must provide assistance and information to Koala & Joe as reasonably requested.
- (e) If you cancel or reschedule a Booking, we may take one or more of the following actions:
 - (i) not provide you with Your Fee for the Booking;
 - (ii) refund the Quoted Amount to the relevant Parent; and
 - (iii) cancel your Account and/or any membership you hold in connection with the Platform.
- (f) The Service Fee is by default non-refundable (to the extent permitted by law).

9. BYPASSING

- (a) You agree that while you are an Expert on the Platform, and for one (1) year after you cease using the Platform, you will not:
 - (i) communicate with any Parent or Carer, or request or entice a Parent or Carer to communicate with you, outside the Platform (except in the course of providing Expert services that were agreed in a Booking); and
 - (ii) either directly or indirectly, solicit or attempt to solicit any business, work, income or other benefit, from any Parent or Carer whom you came to know about, or with whom you provided services to directly or indirectly in connection with the Platform. This provision will apply whether or not the relevant Parent/Carer or their representative is still active on the Platform.

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- (b) Koala & Joe may, in its absolute discretion, cancel your Account and suspend you from using the Platform if it finds or suspects that you have breached or are in breach of this clause 9.

10. BINDING CONTRACT

You agree that when a Parent or Carer makes a Booking, this constitutes their intention and offer to enter into a contract with you, where you will provide the Parent or Carer with the Professional Services as specified in the relevant Booking, in exchange for payment of the relevant Quoted Amount. A contract is formed in this respect (between you and the Parent/Carer) when you respond to an email or message on the Platform confirming that you accept the Parent's/Carer's offer.

11. WARRANTIES

By listing yourself as an Expert on the Platform, you represent and warrant that:

- (a) you are able to fulfil the requirements of the Professional Services specified in your Profile;
- (b) you will provide services to each Parent:
 - (i) using suitably qualified and trained personnel exercising due care and skill in a professional, efficient, diligent and safe manner, and to the best industry standards; and
 - (ii) in compliance with all applicable laws; and
 any individuals involved in your performance of services to any Parent or Carer have not been previously convicted of an indictable offence, and any companies involved in your performance of services have no current legal, criminal, civil or administrative proceedings against them.

12. GENERAL USER OBLIGATIONS

As a User, you agree:

- (a) not to intimidate, harass, impersonate, stalk, threaten, bully or endanger any other User or distribute unsolicited commercial content, junk mail, spam, bulk content or harassment;
- (b) to not share your Account with any other person and that any use of your Account by any other person is strictly prohibited. You must immediately notify Koala & Joe of any unauthorised use of your Account, password or email, or any other breach or potential breach of the Platform's security;
- (c) to not use the Platform for any purpose other than for the purpose of making arrangements to provide services, including by not using the Platform:
 - (i) in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity (including requesting or accepting a job which includes illegal activities or purposes); and
 - (ii) in connection with any commercial or money making or other promotional or marketing endeavours except those that are endorsed herein, or as approved in writing by Koala & Joe;

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- (d) not to act in any way that may harm the reputation of Koala & Joe or associated or interested parties or do anything at all contrary to the interests of Koala & Joe or the Platform;
- (e) not to make any automated use of the Platform and you must not copy, reproduce, translate, adapt, vary or modify the Platform without the express written consent of Koala & Joe;
- (f) that Koala & Joe may change any features of the Platform or Services offered through the Platform at any time without notice to you;
- (g) that information given to you through the Platform, by Koala & Joe or another User, is general in nature and we take no responsibility for anything caused by any actions you take in reliance on that information; and
- (h) that Koala & Joe may cancel your account at any time if it considers, in its absolute discretion, that you are in breach or are likely to breach this clause 12.

13. PROMOTIONS

- (a) For certain promotions, discounts or contests (**Competitions**), additional terms and conditions may apply. If you want to participate in such a Competition, you need to agree to the relevant terms and conditions applicable to that Competition. These terms will be incorporated into any such Competition. In case of any inconsistency between such terms and conditions and this agreement, those terms and conditions will prevail.
- (b) We reserve the right to terminate, suspend or modify a Competition without any given notice. All our offers are valid until stocks last and are subject to the conditions set out on the Platform from time to time.

14. SERVICE LIMITATIONS

- (a) The Platform is made available to you strictly on an 'as is' basis. Without limitation, you acknowledge and agree that Koala & Joe cannot and does not represent, warrant or guarantee that:
 - (i) the Platform will be free from errors or defects;
 - (ii) the Platform will be accessible at all times;
 - (iii) messages sent through the Platform will be delivered promptly, or delivered at all;
 - (iv) information you receive or supply through the Platform will be secure or confidential; or
 - (v) any information provided through the Platform is accurate or true.
- (b) Koala & Joe will have no liability or obligation to you if, for whatever reason, including technical faults, the Services are not accessible through the Platform and you will not be entitled to any compensation from Koala & Joe.

15. INTELLECTUAL PROPERTY

- (a) Koala & Joe retains ownership of all materials developed or provided (or both, as the case may be) in connection with the Services (including text, graphics,

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logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Service Content**) and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you.

- (b) You may make a temporary electronic copy of all or part of the Service Content for the sole purpose of viewing it and adapting it for the purpose of accessing the Services. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Service Content without prior written consent from Koala & Joe or as permitted by law.
- (c) In this clause 15, "**Intellectual Property Rights**" means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this agreement both in the United Kingdom and throughout the world.

16. THIRD PARTY CONTENT

The Platform may contain text, images, data and other content provided by a third party and displayed on the Platform (**Third Party Content**). Koala & Joe accepts no responsibility for Third Party Content and makes no representation, warranty or guarantee about the quality, suitability, accuracy, reliability, currency or completeness of Third Party Content.

17. THIRD PARTY TERMS

- (a) Any service that requires Koala & Joe to acquire goods and services supplied by a third party on behalf of the User (including a third party payment service) may be subject to the terms and conditions of that third party (**Third Party Terms**), including 'no refund' policies.
- (b) Users agree to familiarise themselves with any Third Party Terms applicable to any such goods and services and, by instructing Koala & Joe to acquire the goods or services on the User's behalf, the User will be taken to have agreed to such Third Party Terms.

18. DISPUTES BETWEEN USERS

- (a) You should direct any complaint relating to another User to that User. Users must take all reasonable steps to resolve any dispute with another User with that User.
- (b) If any issue or problem relating to the Platform remains unresolved after directing a complaint to a relevant User, or if the complaint does not relate to another User, you must report it to Koala & Joe via our contact details set out on our Website. We will assess the complaint and attempt to quickly and satisfactorily resolve it.
- (c) Any costs you incur in relation to a complaint or dispute will be your responsibility.

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- (d) Koala & Joe has the option to appoint an independent mediator or arbitrator if needed. The cost of any mediator or arbitrator must be shared equally between each of the parties to the dispute.
- (e) Koala & Joe reserves the right to hold funds in relation to a dispute until the dispute is resolved by the relevant parties or by a mediator or arbitrator.
- (f) If you have a dispute with Koala & Joe, you agree to notify us first and enter into discussion, mediation or arbitration with us for a minimum of a 120-day period before pursuing any other proceedings.
- (g) Notwithstanding any other provision of this clause 18, you or Koala & Joe may at any time cancel your Account or discontinue your use of the Platform.

19. SECURITY

Koala & Joe does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with your use of the Platform. You should take your own precautions to ensure that the process you employ to access the Platform does not expose you to the risk of viruses, malicious computer code or other forms of interference.

20. DISCLAIMER

- (a) Koala & Joe is a medium that facilitates the introduction of Parents/Carers and Experts for the purposes of making bookings. Koala & Joe simply collects a service fee in consideration for providing this introduction and booking service and does not have any obligations or liabilities to, and is not a party to any contract between, Parents/Carers and Experts in relation to such services or otherwise resulting from the introduction.
- (b) We are not responsible for any information provided through the Platform and do not warrant or guarantee that any information provided through the Platform is accurate, complete or correct. Any information provided through the Platform, or shared in any of our Services is in no way to be taken as advice, including medical advice.
- (c) Nothing in this agreement shall exclude or limit our liability for fraud or intentional unlawful conduct by us, or death or personal injury resulting from our negligence.
- (d) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (e) To the maximum extent permitted by the applicable law, neither us, nor any of our employees, contractors, officers or agents (**Personnel**) will be liable to you for:
 - (i) any incidental, punitive, indirect, special or consequential damage, loss or expenses, including but not limited to any loss of business, contracts, revenue, or profits, any business interruption, security breach, loss of data, loss of goodwill or reputation or other pecuniary loss suffered by you, even if we or any of our Personnel have been

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advised of their possible existence, arising in connection with this agreement; nor

- (ii) any direct damage loss or expenses arising from loss of customers, loss of profits, loss of anticipated profits or loss of savings, arising in connection with this agreement.
- (f) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under this agreement, including, for the avoidance of doubt, the provisions of sections 3, 6 and 11 of the *Unfair Contract Terms Act 1977* in the UK (and its equivalent in any other jurisdiction) relating to the requirement of reasonableness, the exclusions set out in this clause shall be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions shall remain in full force and effect.
- (g) Without prejudice to the limitation of liability provisions above, in the event that you incur any loss, damage or expense arising out of this agreement, you agree that our maximum liability to you shall be limited to the sum of £100.
- (h) You indemnify us from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of:
 - (i) any breach of this agreement by you; and
 - (ii) any negligent act or omission committed by you.

21. CONFIDENTIALITY

You agree that:

- (a) no information owned by Koala & Joe, including system operations, documents, marketing strategies, staff information and client information, may be disclosed or made available to any third parties; and
- (b) all communications involving the details of other users on this Platform and of the Expert are confidential, and must be kept as such by you and must not be distributed nor disclosed to any third party.

22. PRIVACY

You agree to be bound by the clauses outlined in Koala & Joe's Privacy Policy, which can be accessed here:

https://www.koalaandjoe.com/public/documents/koala_and_joe_privacy_policy.pdf.

23. COLLECTION NOTICE

- (a) We collect personal information about you in order to enable you to access and use the Platform, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy.
- (b) Our Privacy Policy contains more information about how we use, disclose and store your information and details how you can access and correct your personal information.

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24. DATA PROTECTION

- (a) Words and phrases in this section shall have the meaning given to them by applicable data protection and privacy laws, including the General Data Protection Regulation 2016/679 (**GDPR**) and applicable national legislation that implements or supplements the GDPR or otherwise applies to data protection and privacy, and any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated (**Data Protection Legislation**) and the terms “controller”, “processor”, “process” and “personal data” shall have the meanings given to those terms in such Data Protection Legislation.
- (b) During and after the delivery of the Services, you agree that we will be processing personal data for our own purposes and as such will be a controller under the Data Protection Legislation and this includes (but is not limited to) the following purposes:
 - (i) us providing the Services to you;
 - (ii) we and/or our independent contractors and third-party suppliers may use your contact details to send marketing materials or other publications;
 - (iii) we may process and transfer personal data as necessary to effect a re-organisation of our business; and
 - (iv) we may share personal data with other legal or professional advisers used by us to provide you with legal or professional services.
- (c) During and after the delivery of the Services, there may be limited occasions where we may process on your behalf as a processor any personal data you have provided to us. We will advise you in writing where we believe we may act as a processor and any such processing shall be in accordance with, and subject to, your instructions.
- (d) Before performing the processing, we shall document within the instructions the subject matter and duration of the processing, the nature and purpose of the processing, the types of personal data and categories of data subjects and the other terms prescribed by the Data Protection Legislation. We will ensure that all appropriate technical and organisational measures are taken to protect any personal data supplied by you to us against unauthorised or unlawful processing, accidental loss, destruction or damage, including when we subcontract any processing (for example, in the case of external storage of data).
- (e) Your instructions are taken to include the use by us, where appropriate, of independent contractors and third party suppliers appointed by us for functions such as data and file storage, back-up, destruction, billing, debt collection, legal processing and the like, in accordance with the foregoing.
- (f) By accepting this agreement, you give positive consent for us to obtain, store and process information about you as described in the preceding paragraphs. You agree that where necessary you will have satisfied relevant statutory ground under the Data Protection Legislation in connection with the above-described categories of processing, before providing us with personal data. It is also a term of these Terms that any personal data supplied by us to you about

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employees/independent contractors of us and/or any third parties may only be used for the express purposes for which that information is provided to us.

- (g) Each party shall comply with the terms of the Data Protection Legislation.

25. TERMINATION

- (a) Koala & Joe reserves the right to terminate a User's access to any or all of the Platform (including any Accounts) at any time without notice, for any reason.
- (b) In the event that a User's Account is terminated:
 - (i) the User's access to all data on the Platform, including services provided or received or to be provided or received, will be revoked; and
 - (ii) the User will be unable to view the details of all other Users.
- (c) Users may terminate their Account at any time by using the Platform's functionality, where such functionality is available. Where such functionality is not available, Koala & Joe will effect such termination within a reasonable time after receiving written notice from the User.
- (d) Notwithstanding termination or expiry of your Account, this agreement, or any other membership you hold in connection with the Platform, any provision in this agreement which by its nature would reasonably be expected to be complied with after termination or expiry, will continue to apply.

26. TAX

You are responsible for the collection and remission of all taxes associated with the services you provide or receive or any transactions through your use of the Platform, and Koala & Joe will not be held accountable in relation to any transactions between Parents/Carers and Experts where tax related misconduct has occurred.

27. RECORD / AUDIT

To the extent permitted by law, Koala & Joe reserves the right to keep all records of any and all transactions and communications made through this Platform between you and other Users (including conversations, bookings made, comments, feedback, cookies, and I.P. address information) for administration purposes and also holds the right to produce these records in the event of any legal dispute involving Koala & Joe.

28. NOTICES

- (a) A notice or other communication to a party under this agreement must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.

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- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent; or
 - (ii) when replied to by the other party,
 whichever is earlier.

29. GENERAL

29.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

29.2 FURTHER ASSURANCE

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

29.3 AMENDMENTS

This agreement may only be amended in accordance with a written agreement between the parties.

29.4 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

29.5 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

29.6 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

29.7 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

29.8 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

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29.9 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

29.10 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

29.11 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and
- (j) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.