TERMS AND CONDITIONS

FLICK– HOME PROTECTION SUBSCRIPTION

TERMS AND CONDITIONS

ENTIRE AGREEMENT

The Terms and Conditions set out in this document, contain the entire agreement and understanding between Flick Anticimex Pty Ltd (ABN 85 000 059 665) (**us, we** or **THE COMPANY**) and **You**, (**THE CUSTOMER**) on everything connected with the provision of the "Home Protection" Services.

These terms supersede any previously issued Terms & Conditions.

Other than as set out in clause 6.3 of the Part A General terms and conditions, these Terms and Conditions (**T&Cs** or **Terms**) comprise Part A of this document (General) and all other parts which are relevant to the Services provided to you.

TERMS AND CONDITIONS

Where you have requested THE COMPANY's "Home Protection" Services, the terms and conditions set out in the following sections will apply to the provision of those Services to you (together, the **Home Protection T&Cs**):

Part A: General
Part B: General Pest - Home Protection T&CS
Part C: Home Protection – Termite terms and conditions

Acknowledgement: By accepting the Services, you, THE CUSTOMER represent and warrant that you have read, understand and agree to all of the Home Protection T&Cs.

TERMS AND CONDITIONS

Part A General

1 TERM

1.1 This agreement commences on the Commencement Date and continues until cancelled in writing by you or us (Term). The COMPANY will supply the Equipment and provide the Services under the Subscription Plan. The Initial Term under the Subscription Plan is a minimum period of 12 months, commencing from the Commencement Date.

1.2 The Subscription Plan commences on the earlier of the date that you order the Services or agree to these Terms and Conditions ('Commencement Date'). You may accept these Terms and Conditions by telephone order with THE COMPANY, or by agreeing to be bound by these Terms and Conditions on THE COMPANY's online web portal (where available).

1.3 The MONTHLY FEE is Our list price as notified to you at the date of the order and may be increased in accordance with clause 7.2. You acknowledge and agree that the MONTHLY FEE offered to you for each year incorporates service costs, certain set-up costs, administration costs and support costs incurred by THE COMPANY. If you cancel your Subscription Plan prior to the end of the Initial Term, (excluding any termination by you under clause 7.4) you must pay out the remainder of the unpaid MONTHLY FEEs for each month remaining in the Initial Term of the agreement. The parties acknowledge that this early termination fee is a genuine pre-estimate of THE COMPANY'S loss for early termination of the Services before the end of the Initial Term. After the Initial Term, scheduled treatments will continue unless discontinued by you in writing. THE COMPANY may discontinue your Plan scheduled services at any time after the Initial Term by written notice to you.

1.4 Upon termination of this agreement by either party for any reason, we are entitled to immediate possession of the Equipment on site, and you will allow us to enter the Service Address to remove the Equipment.

1.5 If either party breaches any term or condition of this agreement or wishes to dispute any matter arising under this Agreement, the other party may notify the relevant party in writing and a representative of THE COMPANY and THE CUSTOMER (or a duly authorised representative of THE CUSTOMER) must meet to discuss in good faith to seek remedy of the breach within 14 days. The party not in breach may at its sole discretion immediately terminate this agreement or suspend services by notice in writing to the party in breach if no agreed solution to the breach is reached within 14 days. If THE COMPANY has breached the agreement during the initial Term, THE CUSTOMER can terminate the agreement without having to pay out the remainder of the initial term pursuant to clause 1.3.

2 TRANSFER OF SUSBCRIPTION PLAN SERVICES

2.1 A CUSTOMER may request a transfer of their Subscription Plan if they move to a new home address. Where a CUSTOMER elects to do so, it must contact THE COMPANY on its provided contact number or notify THE COMPANY in writing by email.

2.2 Where a CUSTOMER has elected to transfer their Subscription Plan to a new address during the Initial Term, then the remainder of that Initial Term will continue to apply in respect of the Subscription Plan at the new address.

2.3 If the CUSTOMER requests a transfer of their Subscription Plan to more than one (1) new Service Address within the Initial Term, then each additional new transfer of the Subscription Plan to a new Service Address will become subject to a new Commencement Date and a new Subscription Plan will apply.

3 PROVISION OF THE SERVICES

3.1 We agree to provide to you the Services, from the Commencement Date (or such other date as may be agreed by the parties in writing) for the Term.

3.2 The scope of the Services under a Subscription Plan is dependent on the Subscription Plan ordered by you, and only includes the Services identified in that Subscription Plan, and may be subject to any additional terms and conditions or warranties relating to such services as identified in that Subscription Plan. If at any time during the Term, you wish to increase or decrease the coverage of your Services, you may request a change in your Subscription Plan to another level by contacting THE COMPANY. THE COMPANY is under no obligation to accept your request to change Subscription Plans.

3.3 The COMPANY will include the details of your Subscription Plan, the Services, the Monthly Fee, the Commencement Dates and other details of you as THE CUSTOMER on its Customer Portal and make that information available to you. If you notice any incorrect details or inconsistencies in the Customer Portal, you should inform THE COMPANY immediately.

3.4 If during the Term we are no longer able to provide the Services (or part thereof) to you, we will immediately notify you and provide the reasons as to why the Services (or part thereof) can no longer be provided, and if applicable offer alternative solutions available for provision by THE COMPANY. In the event that such notification

is given and no remedy or solution between the parties is agreed, then THE COMPANY will have no further obligation to provide those identified Services. Possible reasons as to why Services cannot be provided include but are not limited to:

(a) Site access constraints;

(b) Site occupational health and safety concerns;

(c) Service technician safety issues; or

(d) Non-payment for services rendered.

3.5 You must provide THE COMPANY or its representatives with access to the Service Address to allow us to provide the Services and where directed by THE COMPANY or its representatives, must ensure that all persons leave the vicinity where the Services are to be provided. If you fail to give us access to the Service Address and as a result THE COMPANY (or its representatives) is unable to perform the Services, then THE COMPANY may elect to charge you for attempted attendance at the Service Address. You warrant that you have all necessary rights to grant us access to, install any Equipment at, and perform the Services at the Service Address (including, if required by THE COMPANY facilities such as water and electricity).

3.6 If, in the course of providing the Services, there is a requirement for us to conduct any drilling, cutting or similar work, you acknowledge and agree:

(a) that you are responsible for identifying the location of all utility services (including service pipes and conduits), structural, sanitation or hydraulic services and any other potential risks (including any health and safety risks or presence of asbestos) at the Service Address in writing prior to us providing the Services; and

(b) that we will rely on the written details provided by you under paragraph 3.6(a); and

(c) we are not responsible for any damage or liability incurred to the Service Address property as a result of:

(i) our reliance on the written details provided by you pursuant to paragraph 3.6(a); or

(ii) any failure by you to provide written details to us identifying any risks at the Service Address.

3.7 If for any reason a health or safety hazard or incident results from the provision of the Services, you must immediately inform us and provide us with all relevant details.

3.8 You:

(a) warrant that you have disclosed to THE COMPANY all material information which may have an effect on the provision, performance and/or installation of the Equipment and/or the Services at the Service Address;

(b) agree to notify THE COMPANY as soon as possible where any circumstances changes (including any changes in respect of the Service Address or changes to the potential risks that were or should have been notified pursuant to paragraph 3.6(a); and

(c) must ensure that the Service Address is always a safe working environment,

and to the extent permitted by law, you agree to be liable for and indemnify us for any claims for loss, damage or liability that we may suffer where you fail to (or to the extent that you fail to) comply with this clause 3.8.

3.9 If, in the course of providing the Services, the COMPANY may be required to conduct works on, near or around electricity wires in the Property. You must ensure that, prior to the commencement of any works by the COMPANY's representative, you ensure that you isolate all power and electricity lines and turn off all electricity from the meter or other appropriate source. THE COMPANY is not liable for any damage, death or injury caused (including as a result of any electricity surges) to person or property due to a failure by you to isolate or turn off all electricity where required by the COMPANY.

4 SUPPLY AND MAINTENANCE OF THE EQUIPMENT

4.1 As part of the Services, THE COMPANY may provide certain Equipment to THE CUSTOMER from time to time. All Equipment remains the property of THE COMPANY at all times, unless otherwise agreed in writing with THE COMPANY. We will endeavour to install the Equipment on the Commencement Date, but we are under no obligation to do so, and may install the Equipment on another agreed date. All Equipment supplied for the provision of the Services remains the property of THE COMPANY at all times notwithstanding its installation at the Service Address. At any time, by written notice to THE CUSTOMER, the COMPANY may replace the Equipment for any reason, provided that the COMPANY gives THE CUSTOMER prior written notice and such replacement Equipment will be subject to and complies with the relevant warranties (if any) under the terms and conditions of this Agreement.

4.2 You agree to comply with all instructions given by us relating to the use, storage, protection and operation of the Equipment and will advise us as soon as possible if the Equipment is damaged or in need of repair. Other than with the prior written consent (and only to the extent permitted by such consent) You must not attempt to

relocate, move, dismantle, modify or repair the Equipment or allow any person other than us to do so (including any label that the Equipment is the property of and owned by THE COMPANY).

4.3 If for any reason the Equipment becomes a health or safety hazard, or becomes subject to any damage, you must immediately inform us and provide us with all relevant details in writing.

4.4 So long as the Equipment is at the Service Address, You must take care of the Equipment (including implementing appropriate security procedures to prevent from misuse or theft) and, to the extent permitted by law, you are liable for any damage caused to the Equipment, including for any loss, partial damage, theft or damage requiring full replacement of the Equipment and must indemnify us for all loss of or damage to the Equipment caused on the Service Address whilst the Equipment is in your care, on a replacement cost basis. If THE CUSTOMER becomes aware or suspects that there is any damage to or issue with the Equipment, it must promptly notify THE COMPANY in writing.

4.5 Upon termination of this agreement or removal of the Equipment for any other reason pursuant to the terms of this agreement, if THE COMPANY becomes aware that there is any material damage or becomes unable to remove that Equipment from the Service Address, then THE CUSTOMER is liable for and must indemnify the COMPANY for all loss or damage to the Equipment on a replacement cost basis. If THE CUSTOMER fails to allow the COMPANY to access the Service Address to remove the Equipment, or there is material damage to the Equipment on collection, then THE COMPANY may issue an invoice to THE CUSTOMER for the replacement of the Equipment on a replacement cost basis.

4.6 THE CUSTOMER acknowledges and agrees that the cost of replacement of the Equipment in referred to in each of clauses 4.4 and 4.5 are reasonable and genuine pre-estimates of THE COMPANY's loss for such Equipment.

4.7 The parties agree that THE COMPANY is entitled to register a security interest the over the Equipment and THE CUSTOMER grants THE COMPANY a security interest in the Equipment and to the extent that any Equipment is provided by THE COMPANY to THE CUSTOMER, then these terms constitute a security agreement for the purposes of the PPSA and creates a security interest in all of the Equipment provided under this agreement.

4.8 To the extent permitted by law:

(a) The COMPANY and the CUSTOMER agree that sections 96, 115 (contracting out provision) and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.

(b) The CUSTOMER hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.

(c) The CUSTOMER waives its rights as a grantor or debtor under sections 142 and 143 of the PPSA.

(d) Unless otherwise agreed to in writing by the COMPANY, the CUSTOMER waives its right to receive a verification statement in accordance with section 157 of the PPSA.

4.9 THE CUSTOMER agrees to promptly sign any further document and provide any further information which THE COMPANY may reasonably require to ensure that any security interest within the meaning of the PPSA held or taken by it is a perfected security interest under the PPSA.

4.10 THE CUSTOMER will give THE COMPANY prior written notice of any proposed change of its name or address.

5 EQUIPMENT WITH INTEGRATED DATA SYSTEMS

5.1 Some of our Equipment have an integrated system where data regarding the use of our Equipment (including but not limited to equipment failures, observations, measurement data, sensor levels) is stored automatically. Such Equipment may digitally send, upload, communicate or transmit data to us for our use by in accordance with this agreement.

5.2 All data relating to the Services or the Equipment is owned by us.

5.3 We may use data for any purpose including but not limited to provide and manage the Service, statistical purposes, development of the Service, our Equipment and other of our products or services, research and marketing. We undertake to, if personal data is included in the data, as far as is reasonably possible to use such data on a pseudonymized and/or anonymized basis, and in any case in compliance with applicable laws and clause 15.

5.4 You must not access, use or disclose to any third party any of the integrated system data on Equipment (including for any unauthorised purpose) without the prior written consent of THE COMPANY.

6 SERVICE EFFECTIVENESS

6.1 The Company will use reasonable endeavours to provide the Services and the Equipment (if applicable) in a competent and professional manner. The ongoing effectiveness of the Services and the Equipment (if applicable) provided depends on your implementation of our recommendations and failure to implement our recommendations may render certain warranties in respect of the Services or the Equipment (if applicable) ineffective, where stated.

6.2 You acknowledge that our Services, Equipment and any Additions may also be rendered ineffective by disturbing treated areas, building alterations, renovations or introducing untreated or infested materials to the property that encourage pest activity and/or poor hygiene.

6.3 Each of the Services provided to you under the Subscription Plan by THE COMPANY will be subject at all times to:

(a) the Subscription Plan Terms; and

(b) any terms and conditions or other warranties (and applicable exclusions) provided to you in writing:

(i) as set out in THE COMPANY's quotation or proposal prior to the commencement of the Services; and

(ii) under any service report provided to you by THE COMPANY following any provision of Services at the Service Address,

each of which may include specific instructions or recommendations to you from time to time.

7 PRICING AND PAYMENT

7.1 This agreement also relates to your authority to THE COMPANY to directly charge the credit card provided by you for any instalments or fees due under the terms and conditions of this Agreement. These terms and conditions are set out in this agreement and can also be accessed on the relevant Flick Anticimex website.

7.2 The Service Price may be increased by us once in each 12-month period as an annual adjustment by notice in writing to you.

7.3 Without limiting clause 7.2, THE COMPANY may at any time review and increase the Service Price by written notice to the CUSTOMER.

7.4 Any increase in Service Price will be notified by us in writing to you no later than 45 days prior to the increase. If you do not accept the terms of any increase, you may terminate the Subscription Plan by giving 30-day's prior written notice, within 60 days' of being notified of the price increase.

7.5 If you fail to make payment in accordance with this agreement, you agree that we may recover the outstanding amount together with interest, our legal costs, bank fees, charges and other expenses incurred in attempting to recover the debt and any fees, commissions, or other amounts we pay to any collection agency to act on our behalf.

7.6 We may withhold the provision of Services where any amount is overdue under this agreement.

8 PAYMENT AND TRADING TERMS

8.1 You agree to pay for the Services and/or Equipment in accordance with the trading and payment terms set out in this agreement.

8.2 If you do not pay us the amounts payable to us in full by the due date for payment, we may submit your account to a collection agency. You agree that we may recover the outstanding amount together with interest, our legal costs, bank fees, charges and other expenses incurred in attempting to recover the debt and any fees, commissions, or other amounts we pay to any collection agency to act on our behalf. Without limiting our right to terminate, we may withhold or suspend the provision of Services where any amount payable by you is overdue under this agreement.

8.3 Paper based Invoice processing fee: If you require paper-based invoices, you agree to pay to us the invoice processing fee advised by us to you, from time to time, in writing.

8.4 Refunds: You agree that we do not have to process any overpayments by you as a refund if your accounts balance is not zero balance.

8.5 Disputed invoices: If you dispute any charges on an invoice, the dispute must be submitted to us in writing with in fourteen (14) days of the invoice generation date. THE COMPANY reserves all of its rights accruing under this agreement where You fail to pay any undisputed charges by the due date. You must pay all parts of the invoice which are not the subject of a bona fide dispute before the due date for payment of the invoice.

8.6 Set-off: You agree that at any time during the term of this agreement, THE COMPANY may set-off, deduct from or provide as a credit, any amount that THE COMPANY owes to You. You agree that such credits will have an expiration date equal to the term of this Agreement or 12 months from the issuance of such credit, whichever is sooner. THE CUSTOMER may not withhold, deduct or set-off any amount owing to THE COMPANY without prior written consent from THE COMPANY.

9 PAYMENT OPTIONS

9.1 CREDIT CARD PAYMENTS

(a) THE COMPANY's preferred option for payment made available to you is by way of credit card payment. THE COMPANY will provide you with an option to pay your invoiced amounts through a secured payment gateway (including options via internet website portal and via telephone). Payments under the Subscription

Plan will be charged in advance, on a recurring monthly basis, unless otherwise agreed in writing with THE COMPANY.

(b) You acknowledge that "Flick" will appear as the merchant for all payments from your credit card. Prior to the performance of the relevant Services, you authorise and permit THE COMPANY to pre-authorised the charge on your credit card and take payment upon completion of those relevant Services (or on the relevant recurring date if applicable).

(c) All credit card information provided by you for the purpose of payment will be processed through a secured payment gateway. No credit card information provided by you for payment through the secured payment gateway will be accessed or held by THE COMPANY, and all information provided by you on the secured payment gateway will be processed and held in accordance with the applicable third-party provider's privacy policies. We will take all reasonable efforts to keep any information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorized use, modification, reproduction or disclosure of that information.

(d) We will only disclose information that we have about you:

(i) to the extent specifically required by law; and

(ii) for the purpose of this agreement (including disclosing information in connection with any query or claim or when we refer you to debt collection agency). You hereby irrevocably authorize, direct and instruct any third party who holds/stores your personal information (relating to Agreement) to release and provide such information to us on our written request.

(e) You authorize:

(i) Us to verify and/or correct, if necessary, details of my/our account with my/our financial institution; and

(ii) Your financial institution to release information allowing us to verify my/our account details.

(f) By agreeing to provide us with the information necessary to charge your credit card, you authorize THE COMPANY to debit your account on the relevant due date for payment of a MONTHLY FEE. If the due date isn't a business day, we will then debit the amount on the next business day. We won't change the amount or frequency of these arrangements without informing you know first.

(g) We may cancel your credit card authorization if any charge is rejected by your financial institution, in which case you'll need to make alternative payment arrangements. As our Customer - You may change your authorized payment options by contacting us on 0800 101 969. You may also cancel your authority for us to debit your account at any time by letting us know you'd like to cancel it. If for any reason, debits from your account have been unsuccessful, THE COMPANY has the right to debit the accumulated amount for any months not successfully debited. If you think we've debited something incorrectly, please let us know straight away. It is your responsibility as our customer to ensure that there are sufficient funds available in your nominated account to pay your bill on its due date. If you close or terminate your credit card, you must contact us to arrange an alternative payment for the remaining months of the subscription period. Failure to do so may result in THE COMPANY taking debt recovery action.

9.2 OTHER PAYMENT OPTIONS

(a) From time to time, THE COMPANY may offer or reduce the options for payment made available to you to pay any fees or other amounts due under these terms and conditions. Each of these payment options will be presented to you alongside THE COMPANY's invoice to you.

(b) Certain payment options may include additional processing or transaction fees, as set out on the invoice to you next to that payment option.

10 LIMITATION OF LIABILITY

10.1 To the extent permitted by law:

(a) nothing in this agreement operates to make a party under this agreement liable (whether under contract law, common law or otherwise) to the other for any consequential, indirect or special loss or damage of any nature whatsoever including (but not limited to) those arising out of delay, loss of product, loss of production, business interruption, loss of revenue, loss of profits or loss of opportunity;

(b) where a claim relates to a guarantee or warranty under the Australian Consumer Law, and the goods and/or services supplied are not of a kind ordinarily acquired for personal, domestic or household use or consumption, then THE COMPANY's liability to you under this agreement, whether in contract, tort (including, without limitation, negligence) or otherwise is:

(c) in the case of the Equipment, limited to the replacement or repair of the Equipment or the cost of replacing or repairing the Equipment; and

(d) in the case of Services, is limited to the cost of supplying those Services again,

(e) whichever may be determined in our absolute discretion to be appropriate in the circumstances;

(f) in all other circumstances, our liability to you (including in contract, negligence, tort or any common law or statutory right) under this agreement will not exceed the total fees received by us from you pursuant to this agreement, and we are not liable for any claims made for any injury, death, loss or damage whether caused negligently or otherwise to you or your property, or to any third party as a consequence of providing the Services, the Equipment or any additions;

(g) THE COMPANY will not be liable for any loss, damage or liability incurred by the CUSTOMER as a result of non-compliance or failure to implement THE COMPANY'S written recommendations or instructions in respect of the Services or the Equipment;

(h) each party must take all reasonable steps to mitigate any loss, liability, damage, cost or claims incurred by them under this agreement;

(i) a party may not recover damages or obtain payment, reimbursement or restitution more than once for the same loss, liability, damage or breach of this agreement; and

(j) THE COMPANY expressly excludes all warranties, guarantees, representations and conditions except as may be made by THE COMPANY to you in writing.

10.2 Any goods or services provided by THE COMPANY pursuant to this Agreement are provided for the benefit of THE CUSTOMER only.

10.3 Nothing in this Agreement, excludes or limits the liability of either party for death or personal injury caused by that party's negligence, fraud or fraudulent misrepresentation of any other matter to the extent that such exclusion or limitation would be unlawful.

10.4 Each of THE CUSTOMER and THE COMPANY agree that the limitations in this clause 10 are fair and reasonable and apply to all claims whether in contract, tort (including negligence), misrepresentation or otherwise).

11 STATUTORY WARRANTY

11.1 Our Services and Equipment come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Service, you are entitled:

(a) to terminate this agreement; and

(b) to a refund for the unused portion of the Service in the relevant Term only, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage.

If the failure does not amount to a major failure, you are entitled to have problems with the Service rectified in a reasonable time and, if this is not done, to cancel the Services and obtain a refund for the unused portion of the Services.

12 SERVICES WARRANTY CLAIM

12.1 If you have a problem with our Services or believe that you may have a Services warranty claim in relation to our Services, you must contact our Branch directly who provided the Services, phone 13 14 40 or email nationalenquiries@flick.com.au.

12.2 In addition to any rights THE CUSTOMER may have under the Australian Consumer Law, THE COMPANY will arrange a convenient time for the Services performed to be inspected and if we determine, in our absolute discretion (but subject to clause 11), that a resupply of the Services is appropriate in the circumstances, a convenient time for the Services to be resupplied.

13 GOODS AND SERVICES TAX

13.1 Where any supply under this agreement is or becomes subject to GST, an amount equal to the GST paid or payable for that supply will be added to the amount exclusive of GST paid or payable for that supply.

14 INABILITY TO DELIVER SERVICES

14.1 To the extent permitted by law, neither party is liable for failure of or delay in performance of their obligations under this agreement (other than an obligation for payment of amounts due) to the extent that the failure or delay arises from a Force Majeure Event.

14.2 For the purposes of this clause 14, Force Majeure Event means any act, occurrence or event not within the control of the relevant party including but not limited to any accidents, weather conditions or events, floods, fire, explosions, riots, acts of war, earthquakes or other natural events, pandemics, outbreak of infectious disease (and any associated government or regulatory authority-mandated restrictions), destruction or loss of products or materials, cyber breaches or attacks, ransomware attacks, infrastructure failures or outages, shipping delays, industrial action or disputes, shortage or unavailability of fuel or other resources, congestion in roads, railways,

ports or other venues, derailments, sinkings, government restrictions, change in any law, or any direction of a government authority.

15 PRIVACY

15.1 By accepting this Agreement, you acknowledge that and authorise personal information relating to THE CUSTOMER to be collected, used, held and disclosed by THE COMPANY, its representatives and its agents in accordance with the Flick Privacy Policy which can be accessed at flick.com.au/privacy for any purpose connected with this Agreement. You have the right to access and correct your personal information, to do so please contact nationalenquiries@flick.com.au.

16 INTELLECTUAL PROPERTY

16.1 Nothing in this agreement transfers or assigns any intellectual property rights of THE COMPANY (whether registered or unregistered and including trademarks, patents, copyright, designs, inventions and all other intellectual property rights) to THE CUSTOMER. You agree that any intellectual property rights developed in the course of this agreement or the Services will belong to THE COMPANY and THE COMPANY is the absolute legal and beneficial owner of all derivative works, modifications, enhancements or improvements on the intellectual property rights developed under this agreement.

17 GOVERNING LAW AND GENERAL TERMS

17.1 This agreement is subject to the laws of the state where the Services and/or Equipment are performed or provided, and the parties submit to the exclusive jurisdiction of the courts of that state.

17.2 THE COMPANY may assign, transfer, novate, dispose of or create an interest in any of its rights, title or interest in or under this agreement by giving written notice to THE CUSTOMER. You may only assign your rights under this agreement with our prior written consent.

17.3 THE COMPANY may from time to time amend, delete or supplement these TERMS AND CONDITIONS. Any change take effect from the earlier of:

(a) 14 days after written notice is given to THE CUSTOMER; and

(b) the Customer agreeing to any such change (including selecting the "I accept" option if notification of a change is given when THE CUSTOMER accesses the Customer Portal).

17.4 If a provision of this agreement is invalid or unenforceable in a jurisdiction, it must, in that jurisdiction, be read down or severed from this agreement to the extent of the invalidity or unenforceability and it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions of this agreement.

17.5 Unless specified otherwise in this agreement, the rights of the parties under this agreement are cumulative and do not exclude any other rights (whether under law or otherwise).

18 RECALLS

18.1 THE COMPANY will promptly notify you of any information relating to any:

(a) investigation by any government or regulatory authority that is or may be relevant to the Equipment or the consumables used in the Services; or

(b) other quality, labelling or other regulatory issue relating to the Equipment or the Services or consumables used in the Services.

18.2 In the event that any of the consumables used are subject to a recall by THE COMPANY, you must take all reasonable steps to provide assistance reasonable required by THE COMPANY to give effect to the recall.

19 NOTICES

19.1 Any notices under this agreement must be in writing and addressed and delivered to the intended recipient by hand, prepaid post, or by email at the address and/or email address notified by the intended recipient to the sender. THE CUSTOMER's address for service of notices is the Service Address (or such other address as notified to THE COMPANY in writing from time to time). THE COMPANY'S address for service of notice is as set out in the definition below, as updated from time to time.

20 DEFINITIONS:

For these terms and conditions:

"Australian Consumer Law" means the Australian Consumer Law as set out in Schedule 2 to the Competition and Consumer Act 2010;

"Commencement Date" has the meaning given to that term in clause 1.2of these terms.

"THE COMPANY" means us, our, we and Flick Anticimex Pty Ltd (ABN 85 000 059 665) of Unit 9, 145 Arthur Street, Homebush West NSW 2140;

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"THE CUSTOMER" means you being the customer, receiving the service;

"Customer Portal" means the online web portal made available by THE COMPANY to THE CUSTOMER, which details THE CUSTOMER's Subscription Plan and Service Address details;

"Equipment" means the pest control equipment and any other equipment potentially provided under this agreement, and includes any additional or replacement equipment;

"Initial Term" means 12 months from Commencement Date or from the date an upgrade/downgrade of your subscription is invoiced.

"Monthly Fee" means the monthly portion of the Service Price payable by THE CUSTOMER under the Subscription Plan for the Services;

"PPSA" means the Personal Property Securities Act 2009 (Cth);

"Service Address" means the address specified on the Customer Portal and on our Service Reports;

"Service Price" means the price for each service specified in the Customer Portal;

"Services" means the pest control service agreed with Flick to be provided under the terms of your Subscription Plan ;

"Term" has the meaning given to that term in clause 1.1 of these terms;

"Subscription" means the arrangement where the Services are offered to you periodically by sending you recurring invoices as per the Terms and Conditions set out under this agreement;

"Subscription Plan" means the subscription plan for Services provided to you, subject to the terms and conditions set out in respect of each of those plans made as described on THE COMPANY's website or as provided to you from time to time; and

"Subscription Plan Terms" means the terms and conditions set out in Part B of these Home Protection T&Cs.

BY ACCEPTING THE TERMS AND CONDITIONS, THIS AUTHORIZATION IS TO REMAIN IN FORCE IN ACCORDANCE WITH THE TERMS AND CONDITIONS FOR DIRECT DEBIT REQUESTS. I ACKNOWLEDGE THAT MY PERSONAL INFORMATION WILL BE COLLECTED, USED, HELD AND DISCLOSED IN ACCORDANCE WITH THE FLICK ANTICIMEX PRIVACY POLICY AS STATED IN THE TERMS AND CONDITIONS.

TERMS AND CONDITIONS

Part B General Pest - Home Protection Subscription Plan T&Cs

For the purposes of these Subscription Plan Terms, any capitalised term not defined in these terms have the meaning given to them in the general terms and conditions set out in Part A of these Home Protection T&Cs.

1) Exclusions

A. The Services provided to you under the Subscription Plan will be as set out and agreed between THE CUSTOMER and THE COMPANY in the proposal or quotation provided by THE COMPANY to THE CUSTOMER prior to the commencement of the Services (**Home Protection Plan**).

B. The pest control Services provided by THE COMPANY will include treatment to the identified pests or species described in the Home Protection Plan.

C. Certain species of pests are expressly excluded from treatment under the Services, and the provision of any of the Services under the Subscription Plan and the COMPANY does not warrant in any way that the Services may reduce, remove or otherwise limit the presence of any of the excluded pest species identified below:

PEST & SPECIES:	EXCLUSIONS:
Ants	Excludes Red Fire Ants, Carpenter Ants, Funnel Ants & other declared pest species
Rodents	Excludes native rodent species
Bees	Excludes all species of bees
Spiders	Excludes ground dwelling species (Funnel web, Trapdoor, Mouse, Wolf, Huntsman and Jumping)
Wasps	Excludes Mud Daupers
Caterpillar	Excludes all species except Urticaria (rash) causing species
Lice	Excludes Head and Body Lice
Moths	Excludes Fabric moths
Other	Excludes any other native or declared species.

2) CUSTOMER RESPONSIBILITIES

A. THE CUSTOMER must follow and comply with all recommendations by the expert representative sent to THE CUSTOMER's Service Address ("**Pest Technician**") on the service report provided and all other recommendations made by a representative of THE COMPANY (including without limitation, any recommendations made over the phone to THE CUSTOMER).

B. Failure by THE CUSTOMER to follow and implement any recommendations may result in the Services being ineffective and void applicable warranties relating to such Services.

C. Pets at the Service Address are to be regularly treated to ensure they are free from Fleas and ticks at all times.

D. THE CUSTOMER must work in conjunction with Us or our representatives in reference to any reportable pest species found on the property including specific guidelines as outlined by the relevant authority.

3) ONGOING SERVICES

A. THE COMPANY provides to THE CUSTOMER the warranties relating to the Services as set out in the Home Protection Plan, and warrants that the Services will reduce or eliminate (as stated in the Home Protection Plan) the presence of any treated pests.

B. In the event that THE CUSTOMER notices the presence of any pests that were the subject of the Home Protection Plan, it should promptly notify THE COMPANY by phone on 13 14 40 or in writing by email (if applicable). THE COMPANY may require that you monitor the situation for any further presence of targeted pests, and to report back to THE COMPANY before it sends a Pest Technician to the Service Address pursuant to the Services. Each Service Address environment may differ, and the original treatment and performance of

the Services by THE COMPANY in accordance with the Home Protection Plan may not be sufficient to eliminate the targeted pests and may require additional treatments.

C. Services under the Home Protection Plan will be provided for and ongoing warranties apply only in relation to treatment of targeted pests on the interior of any buildings and households at the Service Address. Any proposed treatments for exteriors or areas outside of buildings on the Service Address may incur additional costs outside the Home Protection Plan.

D. Under the Subscription Plan, any repeated treatment requests by THE CUSTOMER relating to the targeted pests under the Home Protection Plan will not be charged as an additional Service to THE CUSTOMER, provided that the CUSTOMER has at all times complied with these Home Protection T&Cs and implemented or complied with the COMPANY's recommendations.

E. If the CUSTOMER requires treatment of any other pest not identified in the Home Protection Plan, then THE CUSTOMER should contact THE COMPANY on 13 14 40, and THE COMPANY may recommend specific ad-hoc Services or an upgrade in the Subscription Plan to treat those pests for an additional cost.

4) ADDITIONAL PAYMENT AND TRADING TERMS

A. The Subscription Plan and payment for the fees under the Subscription Plan are limited to the Home Protection Plan and specifically identified pest species covered by the Home Protection Plan. Treatment for any un-targeted, excluded or other pest species may incur extra charges depending on the environment and conditions as required. If you notice or are concerned about the presence of any pests or non-targeted pests, please contact THE COMPANY on 13 14 40 and if required, THE COMPANY will provide a quotation to the CUSTOMER in respect of such ad-hoc treatment.

B. Any adhoc or value add services sold at service to be paid with credit card and are considered a knockdown treatment with no warranty or emergency services.

TERMS AND CONDITIONS

Part C Home Protection – Termite terms and conditions

THE TERMS AND CONDITIONS BELOW APPLY TO YOU IF YOU HAVE REQUESTED A TIMBER PEST / TERMITE INSPECTION AND PRIOR TO THE PROVISION OF ANY TIMBER PEST SERVICES, OR TERMITE SERVICES OR IF YOU ENGAGE THE COMPANY FOR ANY TIMBER PEST SERVICES OR TERMITE SERVICES.

1 TIMBER PEST INSPECTION

1.1 If you wish to engage the COMPANY for any:

(a) timber pest management or prevention services; or

(b) termite pest reticulation services (in which certain pesticides will be applied by the COMPANY around the relevant Service Address and applicable property areas),

(the Timber Pest Services or Termite Services) the COMPANY requires that you must first engage the COMPANY to conduct a timber pest inspection. You should notify the COMPANY and provide all accompanying information of any previous timber pest inspection completed at the Service Address, and acknowledge that the details of such timber pest management or inspections may be referred to by the COMPANY for reference purposes only, but the COMPANY, at its absolute discretion, may elect not to rely upon the findings or conclusions in such previous inspections.

1.2 Any timber pest inspection and/or report from the COMPANY are confined to reporting on the discovery, or non-discovery, of infestation and/or damage caused by subterranean and dampwood termites (white ants), borers of seasoned timber, wood decay fungi (rot) present at time of the inspection. The inspection and any report will not cover and do not comment on any pests other than the aforementioned timber pests. Dry wood termites (Family: KALOTERMITIDAE) and European House Borer (Hylotrupes bajulus Linnaeus) are expressly excluded from the scope of the inspection and any report.

1.3 You may request a timber pest inspection by contacting the COMPANY phone 13 14 40 or email nationalenquiries@flick.com.au.

1.4 An initial cost will apply and will be payable by you to the COMPANY for a timber pest inspection, payable in accordance with these terms and conditions as set out above.

1.5 Unless otherwise agreed with you in writing prior to the completion of the timber pest inspection, the inspection will be a visual and non-invasive inspection only. Prior to commencement of the inspection, you must notify the COMPANY, providing full details, of any damage or health risks to the COMPANY's inspector attending the Service Address or the Property.

1.6 You agree that neither Flick nor the Flick accredited inspector conducting the inspection is responsible or liable for the repair of any pre-existing damage to the Property (or damage caused by existing weaknesses or deficiencies in the Property) whether disclosed by the Report or not. You must notify the COMPANY, providing full details of any pre-existing damage or risks at the Service Address or Property prior to commencement of the inspection.

1.7 The inspection will be conduct purely on a visual and non-invasive basis, and is limited to any areas which you provide the COMPANY's representative with Reasonable Access and you must ensure that the COMPANY's representative is provided with such Reasonable Access. You must ensure that any area to be inspected by the COMPANY at your request is kept safe and free of potential risks. You must notify the COMPANY and its representatives immediately if there are any health hazards or other risks or dangers (including but not limited to exposure to asbestos) at the Service Address or the Property prior to conducting the timber pest inspection. In the event that a representative of the COMPANY incurs any injury, death or other health risk (including but not limited to exposure to asbestos), you agree to indemnify the COMPANY for all liability incurred by it relating to such risk or injury. You must ensure that you have maintained appropriate insurance in respect of the Service Address and the Property (including for any injury, death or other health risk caused as a result of a COMPANY representative's attendance at the Services Address and/or Property to conduct the termite pest inspection) and in the case of residential properties, ensure that you hold appropriate homeowners' insurance. If you fail to provide Reasonable Access to the COMPANY's representative, the COMPANY may not be able to appropriately conduct the timber pest inspection and any report provided by the COMPANY may not proposed appropriate treatment plan(s) for the Service Address and/or Property. Active timber pests may be present within concealed or partly concealed locations of the structure(s) and/or within the boundaries of the Property at the time of the inspection. The inspection only covers the readily accessible areas of the building and site. The inspection does not include areas which were inaccessible, not readily accessible or obstructed at the time of the inspection, (for example: fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, stored clothing/articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth). The scope of any inspection and any findings or recommendations will expressly exclude any areas to which the COMPANY has not

been granted access due to inability or failure to move furnishings or household items by you. Unless you, the client specifically ordered in writing that structures, gardens, trees and fences etc. outside the fifty (50) metre radius from the exterior walls of the main building be inspected prior to the inspection, no such inspection was carried out.

1.8 Timber pest inspections are an important and difficult process which is subject to many external factors. The COMPANY in no way warrants that a timber pest inspection is fit for your purposes and to the maximum extent permitted by law, the COMPANY excludes any implied warranties or guarantees in respect of the timber pest inspection(s).

1.9 The inspection will be conducted in accordance with the requirements of Australian Standard AS 4349.3-2010 Inspection of buildings Part 3: Timber pest inspections. The purpose of the inspection and the timber pest inspection report (Report) is to be provide you with advice about the status and condition of the Service Address concerning any termites and timber pest activity at the Service Address. The inspection will not involve any invasive inspection including cutting, breaking apart, making holes, dismantling, removing or moving objects including but not limited to, roofing, wall and ceiling sheeting, ducting, foliage, mouldings, debris, roof insulation, sarking, floor or wall coverings, sidings, fixtures, floors, pavers, furnishings, appliances or personal possessions. An invasive inspection can be performed by Flick if requested by you. A separate contract or set of terms and conditions will apply to an invasive inspective if requested by you. To facilitate the inspection and the preparation of a Report by the COMPANY, the COMPANY may have asked you to confirm your knowledge of any previous termite management systems or other termite treatments completed by you (or any other person) affecting the Service Address. You warrant that all information provided to the Company has been, to the best of your knowledge, been true and accurate. You acknowledge and agree that, where information has been provided to the COMPANY, the COMPANY has relied on such information or representations made by you.

1.10 The timber pest inspection report should not and may not be relied upon (by you or any third party) as an exhaustive indication of whether there are any timber pests present at the Services Address or Property.

1.11 A REPORT IS NOT A GUARANTEE THAT TIMBER PEST DAMAGE AND/OR A TIMBER PEST INFESTATION DOES OR DOES NOT EXIST AT THE SERVICE ADDRESS OR PROPERTY. The COMPANY does not warrant or guarantee in any way that an inspection will exhaustively identify any timber pest infestations.

1.12 You agree that neither the COMPANY nor the COMPANY's accredited inspector or representative conducting the inspection is responsible or liable for the repair of any damage to the Service Address or the Property, regardless of whether any pre-existing damage is disclosed by the Report or not, other than where caused by the negligence or fraud of the COMPANY's representative.

2 TERMITE SERVICES LIMITATIONS AND ENVIRONMENTAL CONDITIONS REQUIREMENTS

IT IS IMPORTANT THAT THIS SECTION IS READ, UNDERSTOOD AND IMPLEMENTED. FAILURE TO ADHERE TO THESE PRECAUTIONS MAY RESULT IN THE VOIDING OF ANY WARRANTIES PROVIDED BY THE COMPANY, CANCELLATION OF ANY FREE SERVICE PERIOD OR VOIDING OF ANY TIMBER REPLACEMENT GUARANTEE ISSUED BY THE COMPANY. FOR FURTHER ADVICE AND INFORMATION, OR IF ANY DETAILS OF THIS SECTION IS UNCLEAR, PLEASE CONTACT YOUR LOCAL COMPANY REPRESENTATIVE.

2.1 If you request that the COMPANY provides you with timber pest management or prevention services or termite pest reticulation services (in which certain pesticides will be applied by the COMPANY around the relevant Service Address and applicable property areas), then the following conditions apply:

(a) (if inspection reveals any timber pests) if there are any timber pests or termite activity found during the initial inspection conducted by the COMPANY, then the COMPANY requires that there is remedial termite treatment before ongoing termite prevention services or management services may be provided by the COMPANY. Proposed remedial treatment solutions will be at an additional cost, as per the quotation provided by the COMPANY to you.

(b) (Non-Flick termite management systems) If there are any non-Flick termite management systems currently in place, please inform the COMPANY or its representative as soon as possible. If the COMPANY did not install the termite management system, then, for the purposes of compliance under the applicable Australian Standards, the COMPANY may conduct a timber pest inspection. However, any timber pest inspection conducted by the COMPANY will not ensure the ongoing application of any third-party warranties or ongoing effectiveness of third-party or non-Flick timber pest prevention systems, and the COMPANY cannot and does not assume any warranty or liability in respect of those non-Flick termite management systems or products. For the avoidance of any doubt, if you have a non-Flick termite management system in place, You will not have the benefit of Flick's "Timber Replacement Warranty".

(c) (Activation of warranty) Any termite management system installed and the effectiveness of such system or timber pest prevent services is subject to (at a minimum) ANNUAL inspections conducted by the COMPANY

– any areas or locations that have been identified as high-risk of timber pests may require more frequent inspections, such as on a 3 or 6 monthly recurring basis to maximise the effectiveness of any timber pest treatment system, and the COMPANY will inform you of this requirement upon installation of any timber pest management system. It is your responsibility as the customer to contact and arrange an appropriate time with the COMPANY to conduct such inspection. In the event that you elect to terminate the services provided by the COMPANY or elect not to conduct an annual inspection, then commencing from the period that is 12 months after the previous inspection conducted by the COMPANY, each of the warranties provided by the COMPANY in these terms and conditions will cease to apply to you, the Service Address and the Property. This means that your Property may be at risk of infestation, re-infestation or damage by timber pests.

(d) (Reticulation services) Where you have had termite reticulation services performed by the COMPANY, you must arrange for a 'pump-up' of the installed reticulation system no less than once every three (3) years or such other period as required by the Company (including as a result of your Property being in a high-risk location). It is your responsibility as the customer to contact and arrange and appropriate time with the COMPANY to conduct such annual inspection. Unless expressly provided in your Services package, reticulation pump-up service is not included in the COMPANY's service package and a separate quotation for the reticulation pump-up services will be provided to you.

2.2 The actions of property owners can be instrumental in reducing the suitability of the environment to subterranean termites. This will help in reducing the risk to the serviced structure of subterranean termite attack as well as improving the ease of inspection to the building for the presence of subterranean termites and timber pests.

2.3 For the purposes of this clause 2:

(a) "Cover Period" means the period during which the System and any applicable warranties under these terms which continues to apply, pursuant to any other written agreement between Flick and you relating to the System and/or the Serviced Structure or otherwise as agreed in writing between Flick and you.

(b) "Serviced Structure" means the property structure at the Service Address (including surrounding structures, gardens, trees fences etc. up to (50) metres from the exterior walls of the main building but within the boundaries of the land on which the main building is erected) on which the System was installed, as detailed in the written agreement between you and Flick relating to the System.

(c) "System" means the pest management or treatment system installed by Flick on the Serviced Structure.

2.4 For any Termite management or treatment system installed by Flick (System) to work effectively, the following Environmental Conditions must be adhered to in respect of the Serviced Structure during the Cover Period:

(a) Slab edge exposure: Where no termiticide treated zone exists, a minimum of 75mm of exposed slab edge must be maintained.

(b) Slab Levels: The finished level for soil, paths, pavers, garden beds etc. must be a minimum of 75mm below weep holes.

(c) Storage Practices: All areas of the subfloor and/or external perimeter of the structure should be kept clear of stored items, (a minimum clearance of 350mm away from the serviced structure is required). Any item/s stored within the property's boundaries, especially those containing cellulose such as timber, cardboard, paper, etc. must be stored in a manner that allows clear access for inspection and does not bridge, breach or disturb any part of the installed subterranean termite treated zones. Any items stored in subfloor areas must not provide accessible food for termites, hidden paths for termite entry, and must not reduce effective ventilation.

(d) Vegetation & Gardens: General vegetation around foundation areas should be managed so that inspection zones and airflow are not impeded. Planting of trees near buildings must be avoided to limit root intrusion, climbing plants and/or thick vegetation growing against the side of the structure will bridge or breach the subterranean termite treated zone and provide subterranean termites with a well concealed entry point. These situations must be remedied as soon as possible by clearing plants away from the structure, leaving a clearance of at least 300mm and/or installing root barriers 300mm out from the foundation. Garden beds with coverings such as pine bark, wood-chip and/or materials containing cellulose create an environment conducive to subterranean termite activity, in addition to creating a bridge across any subterranean termite treated zones that are installed. Vegetation must be maintained so that it does not obstruct the weep holes and/or ventilation. Soil levels must be maintained at least 75mm below weep holes, any disturbance to soil adjacent to building where a termiticide treated zone is installed must be repaired immediately. Contact Flick Pest Control for assistance.

(e) Moisture: Moisture sources can result in unnecessary moisture accumulation which is one of the main contributing factors in subterranean termites nesting close to, or within structures, particularly in drier areas. Moisture sources should be managed to reduce their effect on structures, surface and ground water should be diverted away from the structure by installing appropriate drainage systems. Moisture situations may result from inadequate poorly maintained:

(i) roof drainage e.g., leaking plumbing, inadequate down-pipes;

(ii) surface drainage e.g., ground sloping towards walls, raised ground levels, garden beds and wind-blown soil;

(iii) plumbing e.g., leaking showers, unsealed tap flanges, leaking taps, cracked and perforated pipes, blocked drains and faulty connections, inadequate air conditioner and/or hot water system drainage, flashing around windows and doors, and leaking garden/lawn irrigation systems; or

(iv) rainwater tanks, spas etc. installed abutting the structure pose significant moisture problems, especially when installed on a concrete pad. In such cases subterranean termites often gain entry into the structure from these concealed areas, treatment to these concealed areas is vital in any subterranean termite management plan.

(f) Debris Timbers: Timber off-cuts, form timbers, etc., existing in subfloor and perimeter areas of the structure provide an attractive food source and nesting site for subterranean termites and pose an unnecessary risk. These situations must be remedied as soon as possible by removal of these items from subfloor and external areas.

(g) Ventilation: Substandard ventilation in the subfloor areas of a structure result in high humidity and a moisture rich environment. Wood decay fungi and subterranean termites thrive in these conditions. Strong airflow by natural or artificial means may aid in reducing temperature and humidity in the subfloor area resulting in evaporation of soil moisture, cross-flow ventilation with the avoidance of eddy or still points should be optimized.

(h) Structures: Structures such as fences, retaining walls, pergolas, etc. should be constructed using termite-resistant components. Attachments to buildings such as down-pipes, service pipes, attached fence posts, air conditioning units, hot water systems, etc. must have a nominal gap of 50mm minimum at the ground contact point to allow clear and uninterrupted visual inspection. All timber posts, fence palings, house battens, etc. in ground contact must have a nominal gap of 50mm minimum to allow clear and uninterrupted visual inspection or have an effective termiticide treated zone installed where practical.

(i) Dead Trees and stumps: Dead trees and/or stumps are favoured nesting sites for subterranean termites and must be removed as they pose an un-necessary risk to the structure; Treatment may be conducted to these areas and is highly recommended prior to removal if subterranean termite activity is located. However, this treatment offers no protection from future/further subterranean termite activity.

(j) Disturbance to treated soil areas: If a termiticide soil treated zone is installed to the property, the disturbance, adding to and/or removal of this soil will result in a break to the treated zone allowing subterranean termites entry through the breach, disturbance may be caused by tilling of soil, pets and/or children excavating soil, degradation and erosion by way of water runoff, installing paving and/or concrete paths, etc. Any suspected breach of the treated zone must be investigated immediately so that rectification of the breach can be undertaken. Contact Flick Pest Control for assistance.

(k) Renovations, landscaping or additions: If you conduct any renovations, additions, landscaping, or otherwise change the structure of the Serviced Structure or the land and/or environment around the Serviced Structure at any time following the installation of the System or following a treatment by the COMPANY, then this will compromise the effectiveness and integrity of the System installed by Flick (including compliance requirements under the applicable Australian Standards. We recommend that prior to conducting such activity, you contact Flick Pest Control for assistance, or otherwise contact Flick following completion of your renovation or landscaping activity as soon as possible.

2.5 In the event that you fail to maintain or comply with the Environmental Conditions set out in clause 2.4 above, then the warranties described in clause 3 below will cease to apply in respect of the Service Address and/or Property. You should promptly contact Flick as soon as you are aware that there has been any non-compliance with any of the aforementioned Environmental Conditions. Flick will provide you a quotation for any inspection and/or treatment or remedial solution required to ensure that the Serviced Structure continues to be protected and for the warranties described in clause 3 below to be reinstated.

3 TERMITE WARRANTIES

3.1 The Services comprise our assessment of the best way to manage your needs, any expected results from the services communicated by us to you are our assessment of the most likely outcome for you and do not and will

not be deemed to constitute a warranty or guarantee by us that any expected results will in fact be achieved by the services.

3.2 The COMPANY offers the following 'free service' warranty:

(a) (FREE EMERGENCY SERVICES) following performance of the Services, within a period of 12 months from the date of completion of that treatment under the Services (Warranty Period), if there is any reoccurrence or infestation of Termites, the COMPANY will promptly arrange a time with you to re-perform the treatment Services under your management plan; and

(b) (TIMBER REPLACEMENT WARRANTY) following performance of the Services, subject to your compliance with the applicable conditions and exclusions, the COMPANY will, at no cost and at its option, repair or replace any damaged timber to the extent caused by any termites damaging the Property up to a limited amount. The full terms and conditions of this replacement warranty is available at: https://www.flick.com.au/termitewarranty.

Within the Warranty Period, you must notify the COMPANY promptly (by contacting your representative or a branch of the COMPANY) of any signs of re-infestation, presence of Termites or potential signs of presence of Termites (including weakened wood or other usual indicators). You acknowledge that re-performance of the original treatment Services may not be sufficient to combat any re-infestation or new infestation, and the COMPANY may recommend that you amend the scope of your Termite Treatment Plan. This may result in additional Services at an additional cost to you. The COMPANY will not perform any amended Services without written agreement with you and will first provide you a quotation or proposal relating to such Services.

3.3 Subject to the provisions of the contract, all and any express or implied terms, conditions, warranties and representations with respect to the standard, quality, condition, fitness, durability or suitability of the services (except those expressly contained in these terms or otherwise expressly agreed to in writing by us) are to the extent that the same may be excluded by law, hereby expressly negated and excluded.

3.4 To ensure the effectiveness and application of the warranties offered by the COMPANY under this clause 3, you must ensure that you comply with the Environmental Conditions, and implement any other conditions or recommendations by the COMPANY in your Termite Treatment Plan. Failure to implement these recommendations or conditions will result in the warranties provided by the COMPANY becoming void, or for the COMPANY to require that additional services are performed for you at an additional cost. If you have not complied with the Environmental Conditions or failed to implement any other conditions or recommendations by the COMPANY in your Termite Treatment Plan, you should contact Flick as soon as possible, and the COMPANY may require that a further inspection is carried out at the Property before it can reinstated the application of its termite treatment warranties.

3.5 Installation of any physical or chemical products, or any other Termite management system at the Property as part of the Services does not negate the need for regular Timber Pest Inspections. All warranties provided by the COMPANY under these Terms relating to the Services is subject to the completion and findings of any Timber Pest Inspections conducted as the regular timing set out in your Termite Management Plan. THE COMPANY may charge you a fee for attending any scheduled Timber Pest Inspections in the manner set out in your Termite Management Plan.

3.6 Termite management systems are implemented by the COMPANY to aim to eliminate or control a Termite colony. External factors beyond the control of the COMPANY may affect the effectiveness of any Services provided, including weather conditions, colony size, timing of treatment, time of year, species and third party interferences. If you have altered or conducted any third party services at any time after the COMPANY's performance of the Services, this may affect the validity of the treatment Services performance and may affect the application of any warranties relating to those Services. The COMPANY expressly excludes any liability, loss or damage incurred as a result of any third party interference or disturbance (including the performance of any alternative termite treatments by a third party) during the applicable warranty periods for the Services.

4 DAMAGE

4.1 Although all care will be taken by us, we do not assume any responsibility for damage to utility/service pipes, conduit and/or fittings caused by drilling, cutting and/or trenching of soil and masonry surfaces whilst engaging in the application of the selected property management plan. It is highly recommended that if any uncertainty exists as to the location of any utility/service pipes, conduit and/or fittings you should engage the appropriate professional to locate and mark any utility/service pipes, conduit and/or fittings before the commencement of treatment.

4.2 We are not experts in the construction or building trades, any property management plan proposal and/or its associated components do not and cannot state the extent of any structural damage caused by subterranean termites, wood decay fungi or borer infestation. If any past/present/suspected damage is brought to your attention it is recommended that the owner or other interested parties contact a qualified building engineer,

architect, or other qualified expert in the construction or building trades to determine the existence and/or extent of possible structural damage to the building or structures pertaining to this property management plan.

4.3 During the course of the selected property management plan we may be required to carry out tests and procedures using the following techniques and instruments:

(a) Electronic moisture detecting meter - an instrument used for assessing the moisture content of timber.

(b) Stethoscope/listening device -- a listening device used to hear sounds within building elements.

(c) Termatrac -- an electronic device used to track termite movement within building elements.

(d) Borescope -- an instrument used to view the internal of voids through a small hole, usually a hole will be made to accommodate this method.

(e) Sounding -- a technique where building elements are tapped with a solid object.

(f) Probing -- a technique where timber and other materials/areas are penetrated with a sharp instrument.

(g) The removal and/or cutting and/or drilling of certain building elements to ascertain subterranean termite infestation/activity and suitability for treatment may also be required.

4.4 Although all care will be taken, we are not liable for damage caused by tests or treatment techniques that are a required as part of the selected property management plan.

4.5 You agree that neither Flick nor its representative conducting the Services is responsible or liable for the repair of any pre-existing damage to the Property (or damage caused by existing weaknesses or deficiencies in the Property) whether disclosed by the Report or not. You must notify the COMPANY, providing full details of any pre-existing damage or risks at the Service Address or Property prior to commencement of those Services or any inspection.

4.6 You must ensure that any area in which the Service is to be conducted by the COMPANY at your request is kept safe and free of potential risks. You must notify the COMPANY and its representatives immediately if there are any health hazards or other risks or dangers (including but not limited to exposure to asbestos) at the Service Address or the Property prior to commencement of the Services. In the event that a representative of the COMPANY incurs any injury, death or other health risk (including but not limited to exposure to asbestos), you agree to indemnify the COMPANY for all liability incurred by it relating to such risk or injury. You must ensure that you have maintained appropriate insurance in respect of the Service Address and the Property (including for any injury, death or other health risk caused as a result of a COMPANY representative's attendance at the Services Address and/or Property to conduct the termite pest inspection).

4.7 Timber pest treatment services are an important and difficult process which is subject to many external factors. The COMPANY in no way warrants that a timber pest inspection is fit for your purposes and to the maximum extent permitted by law, the COMPANY excludes any implied warranties or guarantees in respect of the timber pest inspection(s).

5 DEFINITIONS

5.1 In this agreement unless the context requires otherwise the following expressions shall have the following meanings respectively;

(a) "Company us, our, we and Flick" means Flick Anticimex Pty Ltd ABN 85 000 059 665 of Unit 9, 145 Arthur Street, Homebush West NSW 2140 and any of our related bodies corporate.

(b) "Contract" means all those documents comprising the agreed terms of sale of services by us to you including but not limited to purchase orders, invoices, these terms and such other our written material relating to the services and which is issued to or brought to the notice of you and any writing of the client issued to us and accepted by us in writing as constituting a term or condition of the contract.

(c) "Client" means you, the client who requires the Services.

(d) "Property" means the structures, gardens, trees, fences etc. up to fifty (50) metres from the exterior walls of the main building but within the boundaries of the land on which the main building is erected.

(e) "Reasonable Access" means only areas to which reasonable access was available at the time of inspection. The Australian Standard AS 4349.3-2010 defines reasonable access. Access was not made where there were safety concerns, or obstructions, or the space available was less than the following:

(i) Roof Void – the dimensions of the access hole into the ceiling space should be at least 500mm x 400mm and be accessible from a 3.6 Metre high ladder. There must be space to crawl no smaller than 600mm x 600mm.

(ii) Roof Exterior – Only areas accessible from a 3.6-metre-high ladder will be inspected.

(iii) Subfloor – Access is normally not available where dimensions are less than 500mm x 400mm for the subfloor access hole and less than 400mm of crawl space beneath the lowest bearer, or less than 500mm beneath the lowest part of any concrete floor.

Reasonable access did not include the use of destructive or invasive inspection methods. Nor did reasonable access include cutting or making access traps or moving heavy furniture or stored goods. The Flick accredited inspector determined whether or not there was sufficient space to allow safe access to confined areas.

(f) "Services" means the timber pest eradication or management services (including any reticulation services) provided by Flick.

(g) "Termite Management Plan" means the proposed timber pest and termite treatment plan provided by the COMPANY to the Client, to address the timber pest risks identified in your Timber Pest Inspection, as detailed in the customised proposal and agreement provided to the Client.

(h) "Termites" means subterranean and dampwood termites (white ants) and does not include dry wood termites.

(i) "Terms" means these Terms and Conditions.

(j) "Timber Pests" means subterranean and dampwood termites (white ants), borers of seasoned timber, wood decay fungi (rot) present and, for the avoidance of any doubt, specifically excludes dry wood termites (Family: Kalotermitidae) and European House Borer (Hylotrupes bajulus Linnaeus).

(k) "Timber Pest Inspection" means an inspection for timber or timber pests conducted by the COMPANY, subject to the COMPANY's timber pest inspection report terms and conditions.