

**VOYAGE CABIN PTY LTD**  
**MOBILE APP TERMS AND CONDITIONS OF USE**

## **1 TERMS AND CONDITIONS OF USE**

Welcome to Voyage Cabin (the **Application**). The Application facilitates interactions between:

- (i) parties providing services (**Provider - Property Lister**); and
- (ii) parties receiving services (**Receiver - Property Seeker**),

through the Application, Voyage Cabin provides a platform that enables Providers and Receivers to connect, communicate, and engage in the offering or seeking of shared living arrangements in a streamlined, secure, and efficient manner (the “Services”).

The Services offered via the Application include, but are not limited to, listing and browsing of properties, profile creation, direct messaging, and the use of upgraded listing features. Voyage Cabin acts solely as an intermediary platform and does not participate in or guarantee any agreements made between users of the Application.

### **1.1 Introduction and Platform Overview**

These Terms and Conditions of Use govern your access to and use of the Voyage Cabin Application, the website located at <https://www.voyagecabin.com/> (“Website”) and all its subsidiaries, owned and operated by Voyage Cabin Pty Ltd (“Voyage Cabin”, “we”, “us”, or “our”).

Our platform facilitates two primary user groups:

- 1) **Property Listers** – individuals who have shared accommodation available for rent. Property Listers may:
  - Create listings that include detailed descriptions, photographs, videos, and other relevant property specifications;
  - Browse profiles of potential tenants and co-tenants; and
  - Communicate directly with interested Property Seekers through the in-app messaging system.
- 2) **Property Seekers** – individuals who are actively seeking shared accommodation. Property Seekers may:
  - Create personal profiles that outline their preferences, lifestyle, and accommodation requirements;
  - Upload relevant documents or information to support their search;
  - Search, filter, and browse listings of available properties;
  - Save preferred listings for future reference; and
  - Initiate contact and engage in communication with Property Listers through the platform.

## **1.2 Acceptance of Terms**

The Application is operated by Voyage Cabin Pty Ltd (ACN 684594545). Access to and use of the Application, or any of its associated products or Services, is provided by Voyage Cabin Pty Ltd.

Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Application, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Application, or any of its products or Services, immediately.

## **1.3 Access to the Services & Account Registration**

In order to access the Services provided by Voyage Cabin, both Property Listers (Providers) and Property Seekers (Receivers) must register for an account (a Member Account). During the registration process, you must provide accurate, complete, and up-to-date personal information, including (but not limited to):

- Email address
- Full legal name
- Telephone number
- Password

By registering, you warrant that the information you provide is true and current. Once registration is complete, you become a registered Member of the Platform and agree to be bound by these Terms. You may not use the Services if:

- You are not of legal age to form a binding contract with Voyage Cabin Pty Ltd; or
- You are barred from receiving the Services under applicable laws in your country of residence or use.

## **1.4 Right to Modify Terms**

Voyage Cabin Pty Ltd reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Voyage Cabin Pty Ltd updates the Terms, it will use reasonable endeavours to provide you with notice of updates of the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

## **1.5 Changes to Terms**

We reserve the right to modify these Terms at our discretion. For material changes, we will provide 15 days' written notice, during which you may terminate this Agreement. All changes take effect upon notification and are subject to your rights under Australian Consumer Law.

## 2 DEFINITIONS

### 2.1 Key Definitions:

For the purposes of these Terms, the following definitions apply:

- (i) **Digital Material:** Any information or data uploaded to the Application, including but not limited to photographs, videos, written descriptions, location details, property specifications, user profile information, and any other media or documentation relating to properties or users;
- (i) **Property Listers:** Registered users who own or manage accommodation and have the ability to: Create and manage property listings, upload property-related content, review potential tenant profiles, communicate with property seekers;
- (ii) **Property Seekers:** Registered users searching for accommodation who can: Create and manage personal profiles, browse and save property listings, upload personal information, communicate with property Listers;
- (iii) **Intellectual Property Rights:** All existing and future rights in intellectual property, including: Copyright, patents, and trademarks, registered and unregistered designs, business reputation and goodwill, any other rights recognized under Australian law or equity;
- (iv) **Listing:** Either (a) A property advertisement created by a Property Lister offering accommodation for rent; or (b) A profile created by a Property Seeker describing their accommodation requirements;
- (v) **Personal Information:** Has the meaning given to it under the Privacy Act 1988 (Cth), including any amendments or updates to that Act
- (vi) **Upgraded Services:** Any of our premium subscription packages, consisting of: Basic Plan, Silver Plan, Gold Plan, Platinum30 Plan, and Platinum365 Plans for Property Listers and Basic Plan, Silver Plan, Gold Plan for Property Seekers.

## 3 ACCOUNT REGISTRATION AND USER RESPONSIBILITIES

### 3.1 Eligibility and Registration Requirement

To create an account and use the Voyage Cabin platform, you must:

- a) Be at least 18 years old and legally capable of entering into a binding contract.
- b) Provide accurate personal information, including:
  - Full legal name.
  - Valid email address.
  - Current mobile telephone number.
  - Any additional identity verification details required by Voyage Cabin.
- c) Complete the account verification process, including:
  - Verifying your email and mobile number via activation codes sent by Voyage Cabin.
  - Confirming you are the registered owner of the provided contact details.

d) Not create an account if you:

- Have been previously banned or removed from the platform.
- Are using fraudulent, misleading, or inaccurate information.

### 3.2 Account Security and Management

a) You are solely responsible for:

- Maintaining the confidentiality of your account credentials.
- All activities conducted under your account.
- Reporting any unauthorized access, breaches, or suspicious activity immediately.

b) Voyage Cabin reserves the right to:

- Implement additional security measures (e.g., two-factor authentication).
- Investigate suspicious activities and suspend accounts if fraudulent activity is suspected.
- Hold you liable for any damages resulting from unauthorized access due to your failure to maintain security.

### 3.3 Account Restrictions and User Obligations

You warrant that all information provided during registration is true and accurate. In addition,

a) you agree to:

- Promptly update any changes to your account information.
- Notify Voyage Cabin immediately if any provided information becomes incorrect or outdated.
- Ensure all account details remain accurate and current throughout your membership.
- Take responsibility for maintaining the accuracy of all information associated with your account.

b) You **must not**:

- Share, sell, lease, or transfer your account to another person.
- Access or use another user's account without authorization.
- Allow others to use your account.
- Use false, misleading, or stolen information during registration.
- Bypass platform bans, use VPNs to evade restrictions, or create multiple accounts to avoid enforcement actions.
- Share your account credentials with any third party or transfer your account access rights unless you have received explicit written authorization from Voyage Cabin.

### **3.4 Account Suspension and Termination**

Voyage Cabin reserves the right to immediately suspend or terminate your account if:

- You breach any terms or conditions of these Terms.
- Your conduct may damage Voyage Cabin's reputation or brand.
- Your actions violate applicable laws or regulations.
- We reasonably believe your activities pose a risk to the safety of other users, the security of our platform, the wellbeing of the community, and the integrity of our services
- You attempt to evade enforcement measures (e.g., creating a new account after being banned).

Consequences of Termination:

- Immediate loss of access to all Services.
- Removal of active listings.
- Cancellation of pending transactions.
- Possible restrictions on future account creation
- You may be restricted from creating future accounts. Termination for serious violations may occur immediately, and you may appeal termination decisions through our designated process.

Appeal Process:

- If your account is terminated, you may submit a written appeal within 14 days explaining why the decision should be reconsidered at [hello@voyagecabin.com](mailto:hello@voyagecabin.com)
- Voyage Cabin reserves sole discretion in reviewing appeals and may uphold, modify, or overturn the termination.

## **4 USE OF THE PLATFORM AND RESTRICTIONS**

### **4.1 Using the Application as a Property Seeker**

When using the Application to browse or search for a Listings, you must:

- Conduct your own assessment of any accommodation, user, or Listing.
- Personally inspect any property before making rental decisions.
- Arrange and conduct in-person meetings with all relevant parties (including prospective tenants, co-tenants, or landlords) prior to submitting any rental application or entering into any rental agreement.
- Ensure all rental agreements comply with applicable: Local and State, residential tenancy laws, Commonwealth legislation, Strata by-laws, and Local government planning requirements.
- Honor the terms of any agreement by promptly informing the Property Lister of your decision to proceed or change your mind, ensuring transparent communication.

## 4.2 Using the Application as a Property Lister

When using the Application as a Property Lister, you must:

- Possess the legal right to rent out your property.
- Provide accurate, truthful, and non-duplicated information when creating Listings.
- Maintain the property in a well-maintained and safe condition through regular maintenance.
- Ensure that the property is available for viewings by allowing prospective Property Seekers to visit and inspect the rental area.
- Refrain from any discriminatory practices based on race, religion, or any other protected characteristic.
- Honor any rental agreement reached with a Property Seeker by fulfilling your obligations as specified in the agreement.

## 4.3 Prohibited Activities

You must not use the Application or Services to:

### 4.3.1 *Technical Violations*

- Disrupt or impair application functionality through any means.
- Attempt to access, modify, or reverse engineer our source code or software.
- Circumvent security measures or access unauthorized areas.
- You are strictly prohibited from deploying any automated systems, bots, or scraping tools to collect data from this website/service. Additionally, any data obtained through such means must not be used for training AI models or for any other purpose. Violation of this clause may result in legal action and termination of access to the Application/website/service.
- Introduce malicious code, viruses, or harmful programs.
- Overload our servers or networking infrastructure.
- Interfere with our hosting or technical services

### 4.3.2 *Content and Communication Restrictions*

- Post or share content that is: defamatory, harassing, or threatening, discriminatory or promotes hatred, sexually explicit or pornographic, false, misleading, or deceptive, violent or promotes illegal activities.
- Engage in communication that: harasses or intimidates others, impersonates other users or entities, spreads misinformation or spam, solicits illegal services or activities.

### 4.3.3 *Data and Privacy Violations*

- Collect or harvest user information without consent.
- Share or sell user data to third parties.
- Create fake accounts or multiple accounts.
- Use others' personal information without authorization.
- Attempt to bypass privacy settings or security measures

## **5 CONTENT MANAGEMENT & INTELLECTUAL PROPERTY**

### **5.1 Platform Communications and Digital Material Oversight**

Voyage Cabin reserves the right to monitor, review, and retain all communications transmitted through the Platform, including integrated messaging and any correspondence directed to Voyage Cabin. This oversight is essential to maintaining platform integrity, ensuring user safety, enforcing these Terms, and managing risk.

Based on this review, Voyage Cabin may take appropriate action, including but not limited to: modifying or removing Digital Material, temporarily or permanently suspending your account, or reporting potentially unlawful activity to relevant authorities, including internal security teams and external regulatory or law enforcement agencies.

### **5.2 Digital Material Administration**

Voyage Cabin retains full authority to access, review, store, and manage all Digital Material uploaded, posted, or contributed to the Platform. This is necessary to:

- Protect platform security and maintain a safe environment.
- Ensure compliance with these Terms, privacy laws, and applicable regulations.
- Investigate potential violations, fraudulent activities, or misuse.

If any Digital Material is found to be in breach of these Terms, violates legal standards, or is otherwise inappropriate, Voyage Cabin reserves the right to edit, restrict, remove, or disable access to such material without prior notice. In cases of serious breaches, user accounts may be suspended or permanently banned, and legal or regulatory authorities may be notified.

### **5.3 Correspondence Review and Retention**

Voyage Cabin maintains the express entitlement to access, review, and permanently archive any correspondence directed by users to Voyage Cabin, irrespective of the medium employed, including but not limited to:

- Electronic mail (email).
- Postal mail and submitted physical documents.
- Alternative digital communication services.

This entitlement is exercised to:

- Fortify platform security and ensure lawful interactions.
- Validate adherence to these Terms and Conditions.
- Enable comprehensive operational oversight and risk management.

Correspondence reviewed under this provision may provide justification for:

1. Expedited removal of Digital Material from the Platform.
2. Immediate cancellation of Account credentials.
3. Referral of potential legal violations to:
  - Regulatory authorities and judicial bodies.
  - Law enforcement agencies for criminal investigations.
  - Internal security teams or external legal counsel.

Voyage Cabin reserves the right to take enforcement actions without prior notice if correspondence indicates fraudulent, unlawful, or policy-violating behavior.

#### **5.4 Rights, Warranties, and Content Standards**

When you upload any Digital Material to the application, you represent and warrant that:

- You are either the rightful owner of all Digital Material and associated Intellectual Property Rights, or you have obtained proper authorization from the rightful owners for all included content.
- You have obtained explicit authorization from all individuals appearing in photographs or videos, and persons whose personal information is included, for: publishing on our platform - granting usage rights to Voyage Cabin - making content publicly accessible.
- Your Digital Material does not infringe any third-party Intellectual Property Rights or violate any individual's privacy rights.
- Your Digital Material must comply with global legal standards and must not contain any content that would be considered offensive, defamatory, discriminatory, pornographic, obscene, or unlawful in any jurisdiction worldwide.

We expressly state that Voyage Cabin does not endorse, support, or verify any Digital Material, Listing(s), opinions, recommendations, or advice uploaded or expressed by users on our Application. All user submissions represent solely the views and positions of their creators.

#### **5.5 Intellectual Property Rights and Platform License**

##### *5.5.1 Platform Ownership and Rights*

The Application, the Services, and all related products of Voyage Cabin are subject to copyright. The material on the Application is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Application (including but not limited to text, graphics, logos, button icons, video images, audio clips, Application code, scripts, design elements and interactive features) are owned or controlled for these purposes and are reserved by Voyage Cabin or its contributors.



### *5.5.2 Restricted Scope of User Access to Platform Assets*

Users are granted only a limited, revocable, non-exclusive, and non-transferable license to use the Application in strict accordance with these Terms. This license does not grant any ownership rights, nor does it permit any of the following without prior **explicit written authorization** from Voyage Cabin:

- Reproducing, copying, modifying, distributing, publicly displaying, or commercially exploiting any part of the Platform.
- Adapting, translating, reverse engineering, or decompiling any software or code associated with the Application.
- Creating derivative works based on the Platform's assets.
- Republishing, sublicensing, or transferring access to any aspect of the Application, its Services, or its content to unauthorized third parties.

Voyage Cabin **strictly prohibits** any unauthorized access, misuse, or redistribution of Platform materials and reserves the right to take legal action against any violations.

### *5.5.3 Voyage Cabin Content Usage & Attribution Requirements*

Users may reproduce or reference Voyage Cabin content (such as blog entries, articles, or guides published by Voyage Cabin) **only** if they comply with the following conditions:

- **Mandatory Attribution:** The reproduced content must clearly acknowledge Voyage Cabin as the original source and include a direct, functional hyperlink to the Application or Website.
- **Permissible Use Cases:** The reproduction must be limited to personal, non-commercial use or other fair and reasonable commercial purposes, provided that such usage does not misrepresent, dilute, or harm the brand integrity of Voyage Cabin.
- **Voyage Cabin's Final Authority:** Voyage Cabin retains sole discretion to determine whether a particular usage qualifies as fair and acceptable. Any unauthorized, misleading, or exploitative use may result in legal action.

### *5.5.4 Platform License Agreement*

By uploading any Digital Material to our Platform, you automatically grant Voyage Cabin an unlimited, worldwide, nonexclusive, perpetual, irrevocable, and royalty-free license to use your material. This license authorizes us to process, display, modify, and distribute your Digital Material across our Platform, affiliated websites, and partner networks. This includes, but is not limited to, the right to host, store, maintain, reproduce, communicate, exhibit, broadcast, translate, adapt, and create derivative works from your Digital Material. This license extends to all current and future websites, platforms, or services operated by, associated with, or connected to Voyage Cabin, including those managed by our partners and affiliated entities.

### *5.5.5 Comprehensive Moral Rights Relinquishment*

You irrevocably and unconditionally waive and relinquish any and all moral rights, claims, or interests that you may have, now or in the future, in relation to any Digital Material that you upload, submit, or make available through Voyage Cabin's platform. This waiver applies globally and indefinitely, ensuring that Voyage Cabin, its affiliates, licensees, successors, and authorized users may use, modify, adapt, or distribute your Digital Material without restriction or obligation.

This waiver specifically includes, but is not limited to, your consent to:

- Modify, alter, adapt, enhance, or transform the Digital Material, regardless of scope, scale, or purpose.
- Use, share, display, transmit, distribute, reproduce, or repurpose the Digital Material across any format, medium, or technology, whether existing or developed in the future.
- Omit, change, or withhold author attribution for the Digital Material, without obligation to credit you or any other party.

You further represent and confirm that:

- You have secured legally binding waivers or permissions from any third party who may hold moral rights in the Digital Material, ensuring their consent to the same terms.
- This waiver remains in effect permanently, even if your account is terminated or you discontinue use of the platform.

## **5.6 Digital Material Removal Procedure**

### *5.6.1 Notice and Takedown Protocol*

Voyage Cabin implements a **notice and takedown procedure** for Digital Material published on our platform. If you believe any content violates your rights or infringes upon your copyright, you may submit a formal takedown request in accordance with the protocol outlined below.

### *5.6.2 Formal Notification Requirements*

To initiate a content removal request, you must submit a written notification to our Copyright Agent at [privacy@voyagecabin.com](mailto:privacy@voyagecabin.com). Your notification must contain the following information:

1. Protected Work Identification: A detailed description of the copyrighted work claimed to be infringed, or if multiple works are involved, a representative list of affected works.
2. Infringing Material Location: Clear identification of the allegedly infringing material, including URLs or Listing identifiers that allow us to locate the content on the platform.
3. Contact Information: Your verifiable contact details, including your full name, email address, and telephone number.
4. Good Faith Statement: A declaration stating that you have a good faith belief that the identified use of the material is unauthorized by the copyright owner, its agent, or applicable law.
5. Accuracy Declaration: A statement, under penalty of perjury, affirming the accuracy of the notification and your authority to act on behalf of the copyright owner.
6. Valid Signature: Your physical or electronic signature, or that of an authorized representative.

### *5.6.3 Investigation and Removal Process*

Upon receipt of a duly substantiated and compliant notification, Voyage Cabin will undertake commercially reasonable efforts to promptly investigate the asserted claim. Where deemed appropriate, at Voyage Cabin's sole discretion, the platform may:

- Remove or disable access to the allegedly infringing material.
- Notify the content uploader regarding the takedown request.
- Provide an opportunity for the uploader to submit a counter-notification (if applicable under copyright law).

This notice and takedown procedure is intended to facilitate a prompt and efficient mechanism for addressing alleged infringements while preserving the operational integrity of the Platform.

## **6 PRIVACY AND DATA PROTECTION**

### **6.1 Protection of Personal Information**

Voyage Cabin prioritizes the security and confidentiality of your personal information. All personal data collected, stored, and processed through the Application is protected and managed in accordance with:

- Voyage Cabin's Privacy Policy, which outlines how personal information is collected, used, stored, and shared.
- The Australian Privacy Act 1988 (Cth), including compliance with the Australian Privacy Principles (APPs) governing the handling of personal data.

By using the Application, you consent to the collection, storage, and use of your personal information in accordance with these Terms and our Privacy Policy.

### **6.2 Account Security Obligations**

You are responsible for maintaining the security of your Voyage Cabin account. You must:

- Maintain strict confidentiality of your login credentials and never share your password with anyone.
- Use secure, unique passwords for your account and linked social media logins.
- Enable additional security features (such as two-factor authentication) where available.
- Regularly monitor account activity for any unauthorized access.
- Log out from all shared or public devices after using the Application.

Voyage Cabin is not responsible for security breaches arising from your failure to adhere to these obligations.

### **6.3 Security Incident Reporting**

To protect your account and maintain platform integrity, you must immediately report any of the following security incidents:

- Unauthorized access or suspicious login attempts.
- Suspected security breaches (e.g., hacking, phishing attempts, or fraud).
- Unusual account activity that suggests unauthorized use.
- Lost or compromised login credentials, including email account breaches that may affect your ability to receive security notifications.

Failure to report security incidents in a timely manner may result in the suspension or restriction of your account.

### **6.4 Account Responsibility**

As an account holder, you are fully responsible for:

- All activities conducted through your account, whether authorized by you or not.
- Maintaining accurate and up-to-date information, including your contact details.
- Promptly updating your account if any personal details change.
- Complying with all security requirements outlined in these Terms and Voyage Cabin's Privacy Policy.

If you fail to secure your account or provide false or outdated information, Voyage Cabin reserves the right to restrict, suspend, or terminate your access to the Application.

## 7 UPGRADED MEMBERSHIP SERVICES

### 7.1 Key Definitions – Premium Features and Benefits

Voyage Cabin offers Upgraded Services that provide enhanced functionality, visibility, and communication options for Property Listers. These services include:

**14-Day Extension Guarantee (Gold Plan Exclusive):** Gold Plan subscribers who maintain an active listing for the entire 30-day subscription period but do not find suitable Listing will automatically receive a complimentary 14-day extension with all Gold Plan features.

- To qualify, users must have an active account and maintain continuous Listing visibility throughout the initial subscription period.
- No additional fees apply, and all Gold Plan features remain accessible during the extension period.

**Listing Insights:** This feature provides real-time analytics on who recently viewed your profile and property listings, allowing you to target potential matches more effectively. By leveraging these insights, users can connect directly with interested parties and refine their search strategies.

**Unlimited Send/Receive Instant Messages:** Silver, Gold, and Platinum plans allow users to send and receive instant messages without restrictions, ensuring faster connections and better opportunities.

**Profile Verification:** A mandatory two-step verification process involving email confirmation and/or mobile phone number validation to enhance platform security and ensure user authenticity. Verified users display a verification badge, helping to establish trust between Property Seekers and Listers.

**Search Ranking Priority for Upgraded Members:** Upgraded Listings receive higher visibility in search results to maximize exposure.

**Auto-Rotate Feature:** Ensures listings remain visible by automatically repositioning them at the top of search results at regular intervals based on the membership tier.

This prevents listings from being pushed down by newer listings and maintains engagement with potential matches.

## 7.2 Property Lister – Available Service Tiers

Voyage Cabin offers paid membership plans for Property Listers. Each plan provides a different level of access and enhanced visibility:

### 7.2.1 Upgraded Service Packages

Silver Plan:

- Duration: 7-days access
- Maximum Listings: 2 active property listings
- Premium Features:
  - Early access to new listings
  - Unlimited instant messaging to all listings
  - Profile Verification

Gold Plan:

- Duration: 30-day access
- Maximum Listings: 2 active property listings
- Premium Features:
  - 14-Day Extension Guarantee (if criteria are met)
  - Listing Insights
  - Early access to new listings
  - Unlimited instant messaging to all listings
  - Profile Verification
  - Enhanced search ranking visibility
  - Auto-Rotate: Listing moves to the top of search results every 5 days

*To qualify for the 14-day extension, users must comply with the criteria set out in the Gold Plan Extension Guarantee.*

Platinum Plan:

- Duration: 12-month access
- Maximum Listings: 3+ active property listings
- Premium Features:
  - Listing Insights
  - Early access to new listings
  - Unlimited instant messaging to all listings
  - Profile Verification
  - Enhanced search ranking visibility
  - Auto-Rotate: Listing moves to the top of search results every 7 days

## 7.3 Property Seeker - Available Service Tiers

Voyage Cabin offers paid membership plans for Property Seekers. Each plan provides a different level of access and enhanced visibility:

### 7.3.1 Upgraded Service Packages

#### Silver Plan:

- Duration: 7-day access
- Maximum Listings: 1 active property seeker listings
- Premium Features:
  - Early access to new listings
  - Unlimited instant messaging to all listings
  - Profile Verification

#### Gold Plan:

- Duration: 30-day access
- Maximum Listings: 1 active property seeker listings
- Premium Features:
  - 14-Day Extension Guarantee (if criteria are met)
  - Listing Insights
  - Early access to new listings
  - Unlimited instant messaging to all listings
  - Profile Verification
  - Enhanced search ranking visibility
  - Auto-Rotate: Listing moves to the top of search results every 5 days

*To qualify for the 14-day extension, users must comply with the criteria set out in the Gold Plan Extension Guarantee.*

### **7.4 Premium Add-on**

Voyage Cabin may offer a premium add-on service known as “Boost”, which enhances the visibility of your property listing (for Providers) or your profile (for Seekers) by placing it within the top 10 positions in room search results for a specified suburb. The following terms govern the use of Boost Services:

#### *7.4.1 Eligibility*

- For Property Listers: Only Members with an Upgraded Membership who are listing a property are eligible to purchase Boost Services. Boost Services for Providers are limited to a maximum of 10 boosted listings per suburb at any given time.
- For Property Seekers: Only Members with an Upgraded Membership who are seeking a property are eligible to purchase Boost Services. Boost Services for Receivers are limited to a maximum of 10 boosted listings per suburb of preference, as selected during profile creation.
- In any suburb, if the maximum number of boosted listings is reached (e.g., 10 for Seekers or Listers), no additional Boost Services may be purchased until a position becomes available.

#### *7.4.2 Functionality and Duration*

- Visibility: A Boost Service promotes your Listing or Profile by placing it in one of the top 10 positions within the search results for the specified suburb.
- Duration: Once activated, a Boost Service remains in effect for a continuous period of seven days, starting from the day your boost is registered.
- The ranking within boosted listings for a given suburb is determined by the most recently activated Boost Service in that suburb.

### *7.4.3 Service Interruptions*

- If your Listing or Profile is temporarily unavailable due to a Voyage Cabin security or quality check, your Boost Service will be paused for the duration of the unavailability.
- In such cases, the expiry date of your Boost Service will be extended proportionally to cover the period during which the service was not available.

### *7.4.4 Modifications and termination*

- Voyage Cabin reserves the right to modify, suspend, or terminate Boost Services at any time without prior notice.

## **7.5 Service Limitations and Disclaimers**

While Voyage Cabin offers Upgraded Services with premium features, users acknowledge that:

- Voyage Cabin does not guarantee that Property Seekers will find suitable accommodation.
- Voyage Cabin does not guarantee that Property Listers will secure tenants or co-tenants.
- No specific outcomes, matches, or connections are promised as success depends on external factors such as (but not limited to) market conditions, demand, listing appeal, and user engagement.
- The effectiveness of premium features (such as enhanced visibility, listing insights, and Auto-Rotate) may vary depending on regional supply and demand.

Users agree that Voyage Cabin is not liable for the success or failure of individual listings and that Upgraded Services are provided on an "as is" basis with no implied or express guarantees of results.

## **8 PAYMENT AND FEE TERMS**

### **8.1 Payment Processing and Authorized Channels**

By using the Voyage Cabin Platform and its Services, you agree that all financial transactions, monetary remittances, and payment processing activities related to the provision of Services shall be exclusively and mandatorily channeled through, managed by, and executed via Voyage Cabin's officially designated and duly authorized third-party payment processing platform. Currently, this provider is Stripe, Inc., a reputable entity backed by major financial institutions including NAB Australia, or any other comparably reputable and PCI DSS-compliant payment processor that Voyage Cabin may designate at its sole discretion.

- You, as a Member, explicitly, knowingly, and voluntarily consent to the use of such third-party payment processors.
- Your transactions and any financial data processed through these channels shall be governed solely by the respective provider's terms of service, end-user agreements, privacy policies, data security protocols, and other legally binding stipulations. Voyage Cabin assumes no responsibility or liability for the performance or compliance of such third-party services.

### **8.2 Affirmative Representation and Warranty of Payment Authorization**

By providing payment information to Voyage Cabin or initiating, authorizing, or consummating any financial transaction on the Platform, you represent, warrant, and covenant, under penalty of perjury, that:

- You are currently and unambiguously authorized, duly empowered, and legally entitled to use



the designated payment method you have provided for the transaction.

- You possess the full, unrestricted legal capacity, competence, and authority to enter into binding financial obligations and enforceable contractual commitments as contemplated by these Terms.
- All payment information and financial data (including credit card details, bank account numbers, billing addresses, and associated identifying information) provided by you is accurate, complete, and truthful, and has not been fraudulently obtained or unauthorized.

You shall remain solely responsible and financially liable for any and all charges, fees, penalties, fines, interest, damages, losses, liabilities, costs, or expenses incurred as a result of any inaccuracies or unauthorized use of your payment information.

### **8.3 Mandatory Prepayment Condition for Upgraded and Premium Services**

Access to, activation of, and continued utilization of any Upgraded Services, premium features, enhanced functionalities, or other fee-bearing elements offered on the Voyage Cabin Platform are contingent upon the full, complete, and timely prepayment of all applicable fees, charges, and monetary consideration.

- All payments must be made strictly in advance of the initiation, provision, or activation of such Services.
- The prices for Upgraded Services, premium features, and enhanced functionalities are established in accordance with Voyage Cabin's officially published pricing schedule, fee structure, and payment policies, which may be modified or amended by Voyage Cabin at its sole discretion.
- If you fail to cancel your subscription in accordance with the Termination provisions before the commencement of a new Subscription Period, you will be deemed to have accepted the new fee structure for that period and any subsequent periods.

### **8.4 Card Payment Surcharge**

a) Surcharge Acknowledgment:

By paying with a credit or debit card, you acknowledge and agree that a card payment surcharge may be applied.

b) Purpose and Application:

- Surcharges are imposed to partially cover the processing costs for credit and debit card payments
- These surcharges apply to all cards accepted by Voyage Cabin (e.g., Visa, MasterCard, American Express), whereas non-card methods (such as direct debit) are exempt.

c) Surcharge Disclosure and Calculation:

Voyage Cabin will make commercially reasonable efforts to prominently display card surcharge information, including applicable rates and amounts, at points of sale on the Platform or via other communication channels. The surcharge is calculated as a percentage of the total transaction amount, and Voyage Cabin reserves the right to modify this percentage at any time without prior notice, to the extent legally permitted.

d) Legal Compliance:

Voyage Cabin will comply with all applicable laws and regulations regarding card surcharges.

## 8.5 Fee Adjustments and Promotional Offerings

a) Fee Adjustments for Subscription Services:

Voyage Cabin may increase fees for any Upgraded Services subscription effective from the start of a new Subscription Period. Written notice of any fee increase will be provided at least fifteen (15) days prior to the commencement of the new period based on your plan. If you do not cancel your subscription before the new period, you will be deemed to have accepted the updated fee structure for that period and any subsequent periods.

b) Promotional Offerings:

Voyage Cabin reserves the right to implement, modify, or terminate promotional offers, discounts, special pricing, or limited-time offers (collectively, "Promotions") for Platform access, Services, or Upgraded Services at any time and for any duration at its sole discretion.

- Promotional pricing and offers shall commence on the designated start date and time and expire on the predetermined end date and time.
- Promotions may be extended or terminated early at Voyage Cabin's discretion without prior notification.
- Promotional codes are non-transferable and may not be duplicated or resold.
- Members who purchase Services at full price prior to a Promotion are not entitled to retroactive refunds or adjustments, nor will they receive compensation for subsequent promotional pricing changes.
- Voyage Cabin reserves the right to redeem or refuse promotional codes at any time, for any reason.
- Members may purchase additional services under active Promotions while maintaining existing subscriptions.

## 8.6 Subscription Billing and Renewal

- a) **Billing Cycle:** Subscriptions are billed on a recurring basis, beginning on the subscription start date and renewing automatically at the end of each billing period. Billing periods may follow a trial period, a 10-day basis, or be monthly or annual, depending on the selected plan.
- b) **Automatic Renewal:** Subscriptions automatically renew under the same conditions unless the subscriber cancels the service prior to the renewal date. Subscribers will be charged using the payment method on file.
- c) **Renewal Notification:** Subscribers will receive an email notification at least fifteen (15) days before their subscription renewal date depending on their plan, detailing the renewal terms and any changes in fees.
- d) **Cancellation Policy:** Subscribers may cancel their subscriptions at any time. Cancellations must be submitted at least 24 hours before the next billing cycle to avoid being charged for the next period. Subscriptions can be managed and cancelled through the App Store or the platform from which the app was originally downloaded. Cancellation instructions can be found through the App Store's subscription management settings.

- e) Non-Refundable: Except as required by law, all subscription payments are non-refundable. Subscribers are encouraged to fully utilize their subscription prior to cancellation.

## **9 REFUND POLICY**

### **9.1 Compliance with Consumer Law**

All Providers and Members agree to comply with the Australian Consumer Law. In addition to any statutory rights granted by that law, the benefits and conditions set out in these Terms shall apply.

### **9.2 No Liability for Refunds**

Voyage Cabin Pty Ltd acts solely as a facilitator in connecting Property Seekers with Property Listers. Accordingly, Voyage Cabin bears no liability for, and will not personally refund, any payments made in connection with the use of its Services.

### **9.3 General Policy of Non-Refundability, Non-Creditability, and Non-Transferability**

Except where expressly provided otherwise in writing or as mandated by applicable consumer protection statutes, all fees, charges, and payments made to Voyage Cabin in exchange for Platform access or Upgraded Services are:

- Non-Refundable: No refunds, in whole or in part, will be provided, regardless of non-utilization of Services, voluntary or involuntary termination of Membership, dissatisfaction with Service quality, or any other circumstance.
- Non-Creditable: Payments may not be applied as credit against future obligations.
- Non-Transferable: Fees paid cannot be transferred to another user, account, service, or entity.

These conditions apply to all aspects of the Services, including those specified in service descriptions, feature specifications, and promotional offers.

### **9.4 Remedy for Service Interruptions**

In the event of temporary, intermittent, or prolonged service interruptions, Platform unavailability, or other disruptions due to technical malfunctions, system failures, scheduled or unscheduled maintenance, force majeure events, or any cause beyond Voyage Cabin's direct control, the sole remedy available to Members shall be a pro-rata extension of the Membership term corresponding to the duration of the disruption, as determined in Voyage Cabin's sole discretion.

### **9.5 Consequences of Account Termination**

Should your access to the Platform be suspended, terminated, or otherwise revoked due to a breach of these Terms or any Platform policy, you hereby irrevocably forfeit any right to a refund or reimbursement for any unutilized or unexpired portion of your Membership or Upgraded Services subscription.

### **9.6 Finality of Payments**

When you purchase any Upgraded Services, your access will be activated immediately upon payment confirmation. All payments for Upgraded Services are final and non-refundable under any circumstances, including cases where account access is suspended or terminated due to violations of these Terms.

## **10 TENANCY AND PLATFORM LIMITATIONS**

### **10.1 Platform Role and Limitations**

Voyage Cabin is a neutral technology platform that facilitates connections between Property Listers and Property Seekers. Users acknowledge and agree that:

- Voyage Cabin is not a party to any agreements, negotiations, contract, or transactions related to accommodation, tenancy arrangements, rental agreements, or financial transactions between users.
- Voyage Cabin operates solely as a platform provider and does not act as an agent, intermediary, or representative for any user.
- Users are solely responsible for verifying Listings, conducting personal inspections, and arranging in-person meetings before entering into agreements.
- Any engagements, negotiations, or agreements between users are conducted entirely at their own discretion and risk.

Users assume full responsibility for verifying the legitimacy, accuracy, and suitability of Listings, Property Listers, and accommodation arrangements.

### **10.2 Independent Operation Declaration**

Voyage Cabin:

- Does not verify the credibility, financial standing, or rental history of any Property Seeker or Property Lister.
- Does not conduct background checks on users or guarantee their behavior, financial stability, or compliance with rental agreements.
- Users must independently verify property conditions, lease terms, and landlord credibility.
- Has no control over property conditions, lease terms, or rental obligations beyond the platform's listing requirements.

All users engage with the platform and each other independently and must conduct their own due diligence before entering any agreement.

### **10.3 User Dispute Resolution**

Voyage Cabin does not mediate, arbitrate, or intervene in disputes between users, including but not limited to:

- Listing accuracy disputes (e.g., misleading property descriptions or incorrect pricing).
- Rental terms disagreements (e.g., disputes over payment, lease conditions, or move-in dates).
- Accommodation-related complaints (e.g., property condition, maintenance issues, or co-tenant conflicts).

Users are solely responsible for resolving any disputes directly between themselves. Voyage Cabin bears no liability for any losses, damages, refunds, or disputes arising from user interactions.

#### 10.4 Financial Transaction Limitations

Voyage Cabin does not collect, process, or manage traditional tenancy payments, including but not limited to:

- Rent payments
- Security deposits or bonds
- Advance rental fees

All financial arrangements between Property Listers and Property Seekers must be conducted outside of the platform and are the sole responsibility of the parties involved. Voyage Cabin is not liable for any unpaid rents, deposit disputes, fraudulent transactions, or financial losses arising from user agreements.

#### 10.5 Pricing Information and Policies

While Voyage Cabin may provide market insights, pricing trends, or data analytics, we:

- Do not set, control, or regulate pricing for accommodation listings.
- Do not influence rental rates – pricing decisions are entirely at the discretion of Property Listers.
- Do not guarantee market accuracy – all pricing information is based on user-submitted data and may not reflect actual market conditions.

Property Listers are solely responsible for determining, managing, and communicating pricing information to prospective Property Seekers.

#### 10.6 Application and Services Use and Restrictions

##### 10.6.1 *Application Availability and Maintenance*

Voyage Cabin **strives to maintain 24/7 availability** of its platform and its services. However, service interruptions may occur due to:

a) Scheduled & Unscheduled Maintenance

1. App updates and new version rollouts (e.g., bug fixes, security patches, or feature enhancements).
2. Backend infrastructure maintenance (e.g., database optimizations, API updates, and cloud storage improvements).

b) Platform-Specific Issues

1. App Store restrictions, suspensions, or policy enforcement actions that temporarily remove or disable the app.
2. App store software updates or device compatibility issues that impact app performance.
3. App store system-wide outages or disruptions affecting app downloads, authentication, or in-app purchases.

c) Network & External Infrastructure Failures

1. Internet service provider (ISP) disruptions affecting data transmission.
2. Mobile network failures (e.g., weak cellular signals, 5G/LTE connectivity problems).
3. Cloud service outages impacting backend operations (e.g., AWS, Google Cloud, or Azure failures).

4. Third-party API failures (e.g., payment gateways, geolocation services, or messaging integrations experiencing downtime).
- d) Cybersecurity & Security Incidents
1. DDoS (Distributed Denial of Service) attacks targeting Voyage Cabin's servers.
  2. Unauthorized access attempts or hacking incidents requiring temporary shutdowns for security patches.
  3. App Store malware detection or forced removal due to security concerns.
- e) Force Majeure & Uncontrollable Events
1. Global internet infrastructure failures (e.g., major data center outages, submarine cable cuts).
  2. Natural disasters, extreme weather events, or geopolitical disruptions affecting data centers or cloud service providers.
  3. Government-mandated restrictions, regulations, or app bans impacting availability in certain regions.

While Voyage Cabin makes reasonable efforts to minimize downtime, users acknowledge that service disruptions may **occasionally occur without prior notice** due to the nature of online infrastructure.

### *10.6.2 Liability Limitations*

Voyage Cabin **is not liable** for:

- Temporary unavailability of services due to maintenance or unexpected technical failures.
- Loss of access to platform features, listings, messages, or user accounts due to system disruptions.
- Data loss, delays, or unavailability resulting from service outages.
- Consequential losses (including financial losses, missed opportunities, or indirect damages) due to website downtime.

Users acknowledge that Voyage Cabin does not guarantee uninterrupted access and is not responsible for losses caused by temporary unavailability.

### *10.6.3 Maintenance Notifications & Service Updates*

Voyage Cabin will make reasonable efforts to:

- Provide advance notice of scheduled maintenance via website alerts or email notifications.
- Issue real-time updates during unexpected outages, including estimated restoration times.
- Maintain alternative contact methods for urgent platform-related inquiries during downtime.

While Voyage Cabin strives to communicate disruptions effectively, it reserves the right to conduct urgent or emergency maintenance without prior notice when necessary for security or operational integrity.

#### *10.6.4 Third-Party Location & Mapping Data*

- Voyage Cabin integrates third-party location services (e.g., Google Maps). These services are governed by their own [Terms](#) and [Privacy Policy](#).
- Voyage Cabin does not guarantee the accuracy of location data. Users must independently verify all property locations before making decisions.

### **11 LIABILITY DISCLAIMER**

#### **11.1 Platform and Services**

Your use of the Voyage Cabin Platform and the services offered is entirely at your own risk. The Platform and services are provided on an "as is" and "as available" basis. Voyage Cabin makes no promises, warranties, or guarantees of any kind, whether express or implied (to the fullest extent permitted by applicable law), regarding the Platform's functionality, uninterrupted operation, security, accuracy, or freedom from errors, defects, or harmful components.

#### **11.2 Consumer Law Protections**

Under the Australian Consumer Law, certain statutory guarantees, conditions, and warranties may be implied into these Terms that cannot be excluded or modified. To the extent such laws apply and Voyage Cabin is found to be in breach of any such guarantee, condition, or warranty, Voyage Cabin's liability will be limited to:

- The re-performance of the relevant services,
- A refund of fees paid, or
- Payment of reasonable costs for third-party service re-performance, at Voyage Cabin's sole discretion.

#### **11.3 General Limitation of Liability**

To the maximum extent permitted by applicable law, Voyage Cabin, including its directors, officers, employees, agents, and affiliates, shall not be liable under any legal theory whatsoever (whether in contract, tort—including negligence, misrepresentation, or other civil wrong, under statute, in equity, or otherwise) for any damages, losses, or liabilities of any kind, whether direct, indirect, incidental, consequential, special, exemplary, or punitive, arising from:

- Your access to or use of the Platform or services;
- Any reliance on the content or information provided on the Platform;
- Any interactions with Voyage Cabin or other users, even if advised of the possibility of such damages.

This comprehensive limitation applies to all claims, regardless of their nature or basis.



## **12 DISPUTE RESOLUTION**

### **12.1 Compulsory**

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

### **12.2 Notice**

A party to the Terms claiming a dispute (Dispute) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

### **12.3 Resolution:**

On receipt of that notice (**Notice**) by that other party, the parties to the Terms (**Parties**) must:

- a) Within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
- b) If for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the The Law Society WA;
- c) The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a precondition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- d) The mediation will be held in Perth, Australia.

### **12.4 Confidential**

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

### **12.5 Termination of Mediation:**

If 2 months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation, and the mediator must do so.

## **13 TERMINATION AND ACCOUNT DELETION**

- a) If you want to terminate the Terms, you may do so by providing Voyage Cabin Pty Ltd with 14 days' notice of your intention to terminate by sending notice of your intention to terminate to Voyage Cabin Pty Ltd via the 'Contact Us' link on our homepage.
- b) Voyage Cabin Pty Ltd may at any time, terminate the Terms with you if:
  - 1. You have breached any provision of the Terms or intend to breach any provision;
  - 2. Voyage Cabin Pty Ltd is required to do so by law;
  - 3. Voyage Cabin Pty Ltd is transitioning to no longer providing the Services to Members in the country in which you are resident or from which you use the service; or
  - 4. The provision of the Services to you by Voyage Cabin Pty Ltd is, in the opinion of Voyage Cabin Pty Ltd, no longer commercially viable.
- c) Subject to local applicable laws, Voyage Cabin Pty Ltd reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Application or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Voyage Cabin Pty Ltd's name or reputation or violates the rights of those of another party.
- d) When the Terms come to an end, all of the legal rights, obligations and liabilities that you and Voyage Cabin Pty Ltd have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

## **14 INDEMNITY**

### **14.1 Comprehensive Indemnification Obligation**

You hereby agree to fully indemnify, defend, and hold harmless Voyage Cabin, its parent company, subsidiaries, affiliates, successors, assigns, and its and their respective directors, officers, employees, agents, contractors, representatives, vendors, licensees, and service providers (collectively, the "Indemnified Parties"), and to continually keep each and every one of them fully and effectively indemnified, from and against any and all liabilities, obligations, deficiencies, losses, damages, penalties, claims, actions, judgments, suits, demands, expenses, and disbursements of any kind or nature whatsoever (including, without limitation, all reasonable attorneys' fees and legal costs, expert witness fees, court costs, and other expenses of litigation, collection, or enforcement, calculated on a full indemnity basis), whether foreseeable or unforeseeable, direct or indirect, actual or contingent, liquidated or unliquidated, suffered, incurred, sustained by, or asserted against any one or more of the Indemnified Parties, in any way arising out of, relating to, or resulting from:

## **14.2 Indemnifiable Events**

- a) **User Content and Communications:** Any and all claims, losses, or damages asserted or incurred by any third party directly or indirectly arising from, or in connection with, any Digital Material, information, or communications that you post, transmit, display, or otherwise make available on or through the Platform, regardless of the means of transmission or dissemination, including but not limited to via social media integrations or direct Platform functionalities.
- b) **Intellectual Property Infringement:** Any and all claims, losses, or damages incurred by any third party as a consequence of any actual or alleged infringement, violation, or misappropriation of any rights of any third party, including, without limitation, Intellectual Property Rights, rights of privacy, rights of publicity, or other proprietary rights, in connection with any Digital Material or information that you upload, provide, transmit, or otherwise furnish to the Platform or to Voyage Cabin.
- c) **User Conduct and Platform Use:** Any and all claims, losses, or damages incurred by any third party resulting from any act, omission, default, negligence, willful misconduct, violation of law, breach of contract, or tortious act committed or allegedly committed by you, and which is directly or indirectly related to, connected with, or arising from any Digital Material or information that you or any other person uploads, provides, or transmits to the Platform, or your access to or use of the Platform or the services offered thereon, including but not limited to any violation of these Terms and Conditions.
- d) **Comprehensive User Responsibility for Platform Interaction:** Any and all claims, losses, damages, or liabilities of any nature whatsoever asserted, alleged, or incurred by any third party arising directly or indirectly, foreseeably or unforeseeably, from any act, omission, negligence, failure to act, breach of duty, default, or misconduct of any kind by you or by any person or entity for whom you are legally responsible (whether vicariously, by agency, by contract, or otherwise), in any manner connected with, related to, or arising from your access to the Platform, your User Account, or your utilization of any of the services offered via the Platform.
- e) **Statutory, Regulatory, & Compliance Violations**  
Any and all claims, fines, penalties, or damages resulting from:
  - Consumer Law Violations (false advertising, misleading statements).
  - Competition Law Breaches (anti-competitive conduct, unfair pricing).
  - Privacy & Data Protection Violations (GDPR, Australian Privacy Act 1988).
  - Failure to comply with legally mandated disclosures.

f) Indirect Damages & Business Losses

You acknowledge and agree that Voyage Cabin is not liable for:

- Loss of business, revenue, profits, goodwill, or opportunities.
- Damage to reputation, brand image, or social standing.
- Indirect, incidental, consequential, punitive, or special damages.

**14.3 Notification and Mitigation Efforts**

Voyage Cabin will provide you with reasonably prompt written notification of any third-party claim that may give rise to a right of indemnification under this Clause 11 and will undertake commercially reasonable steps to mitigate any potential loss or damage.

Voyage Cabin reserves the right to:

- Act without prior notice in cases of regulatory or legal urgency.
- Immediately remove or restrict access to any disputed content.
- Suspend or terminate user accounts suspected of breaching laws or regulations.

To the extent that Voyage Cabin's own actions are definitively adjudicated to have materially contributed to a claim, your indemnification obligation will be reduced accordingly.

**14.4 Release of Claims**

You permanently and irrevocably release Voyage Cabin and its:

- Directors, officers, and shareholders.
- Employees and staff members.
- Agents, representatives, contractors, and service providers.

From any and all claims, liabilities, damages, or losses:

- Related to the use of your Digital Material.
- Connected to platform operations.
- Arising from content modifications or moderation actions.
- Involving third-party usage of your content.

## **15 EXTERNAL LINKS AND THRID-PARTY RESOURCES**

The Voyage Cabin Platform may, for informational purposes or user convenience, incorporate hyperlinks or references to external websites, digital platforms, or online resources that are operated and maintained by entities completely independent of Voyage Cabin. The inclusion of any such links or references does not imply or constitute an endorsement, sponsorship, affiliation, or recommendation by Voyage Cabin of the content, products, services, methodologies, viewpoints, or policies of these third-party sources

### **15.1 Disclaimer of Control and Responsibility**

Hyperlinks to external digital properties not under the direct operational control of Voyage Cabin are provided solely as a navigational aid and for informational reference. You acknowledge and agree that Voyage Cabin exercises no supervisory authority, editorial oversight, or technical control over such external sites and resources. Consequently, Voyage Cabin disclaims all responsibility and liability for the content, functionality, data security protocols, or privacy practices implemented by these third-party websites or resources.

### **15.2 No Liability for Third-Party Interactions**

You further acknowledge that Voyage Cabin shall not be liable, whether directly or indirectly, for any loss, harm, damage, cost, or expense incurred by you or any third party arising from:

- Accessing, relying on, or using any such linked external website or digital resource; or
- The content, goods, services, or information made available on or through these external sites.

This comprehensive disclaimer of liability applies to all interactions and transactions that occur via links on the Voyage Cabin Platform.

## **16 GENERAL**

### **16.1 User Relationship with Voyage Cabin**

It is expressly declared and mutually agreed that neither these Terms and Conditions, nor your use of the Voyage Cabin Platform, nor the provision or receipt of any services via the Platform, shall create any partnership, joint venture, agency, fiduciary duty, or employment relationship between Voyage Cabin and any user, or among users themselves. No user shall have, or purport to have, any authority to bind Voyage Cabin or any other user without explicit, prior written consent from an authorized representative of the respective party.

### **16.2 Entirety of Agreement**

These Terms and Conditions, together with all incorporated documents, schedules, annexures, and policies expressly referenced herein, constitute the complete, exclusive, and fully integrated agreement between you and Voyage Cabin with respect to your use of the Platform. They supersede and extinguish all prior or contemporaneous agreements, communications, negotiations, representations, warranties, or understandings, whether written or oral, relating to the subject matter of these Terms.

### **16.3 Severability**

If any provision, clause, sub-clause, paragraph, or section of these Terms is determined by a court of competent jurisdiction to be invalid, void, unenforceable, or illegal under any applicable law, such provision shall be interpreted or reformed to the maximum extent legally permissible so as to reflect the original intent of the parties. If such reformation is not feasible, the invalid or unenforceable provision shall be severed, and the remainder of these Terms shall continue in full force and effect.

### **16.4 Governing Law and Jurisdiction**

These Terms and your use of the Voyage Cabin Platform are governed by and construed in accordance with the laws of Western Australia, Australia, without regard to any conflict of laws principles. Any disputes, controversies, or claims arising out of or relating to these Terms or your use of the Platform shall be exclusively and irrevocably subject to the jurisdiction of the courts of Western Australia, and you irrevocably consent to such jurisdiction.

### **16.5 Application Store Terms and Conditions**

If you access or download the Voyage Cabin Application via a third-party distribution platform (for example, the Apple App Store or Google Play Store), you acknowledge and agree that your use of the Platform is additionally governed by the terms, conditions, and policies of that Application Store. These Terms and Conditions operate independently of, and in addition to, any such Application Store terms. Specifically, if you download the Voyage Cabin Application through the Apple App Store, these Terms constitute a legally binding end-user license agreement solely between you and Voyage Cabin, and not with Apple Inc. or any other Application Store provider. Voyage Cabin bears full responsibility for the Platform and its services, and the Application Store provider assumes no liability beyond the terms applicable to its own platform.

### **16.6 No Limitation of Statutory Rights**

Nothing in these Terms and Conditions limits or excludes any guarantees, warranties, representations, or conditions imposed by law, including those under the Australian Consumer Law. To the fullest extent permitted by law, any statutory rights that cannot be excluded or limited shall remain in effect.

### **16.7 Exclusion of Additional Warranties and Representations**

Subject to applicable law, all warranties, guarantees, representations, or conditions not expressly stated in these Terms are excluded. Voyage Cabin Pty Ltd disclaims any additional warranties or representations, whether express or implied, regarding:

- The functionality, performance, or availability of the Platform and Services;
- The accuracy, completeness, or reliability of any content, including third-party content;
- The suitability of the Platform for any particular purpose; and
- The absence of errors, defects, or harmful components in the Platform or Services.

#### **16.8 Use of the Platform at Your Own Risk**

Your use of the Voyage Cabin Platform and the Services is entirely at your own risk. The Platform and all associated services are provided on an “as is” and “as available” basis. Voyage Cabin and its affiliates, directors, officers, employees, agents, contributors, and licensors expressly disclaim all warranties and conditions of any kind, whether express, implied, or statutory.

#### **16.9 Limitation of Liability**

Voyage Cabin Pty Ltd's total liability arising out of or in connection with the Services or these Terms, however arising (whether in contract, tort—including negligence, misrepresentation, or other civil wrong—under statute, in equity, or otherwise) shall not exceed the resupply of the Services to you.

You expressly understand and agree that Voyage Cabin Pty Ltd, its affiliates, directors, officers, employees, agents, contributors, and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages. This includes, without limitation:

- Any loss of profit (whether incurred directly or indirectly);
- Any loss of goodwill or damage to business reputation;
- Any other intangible loss.

Furthermore, you acknowledge and agree that Voyage Cabin Pty Ltd holds no liability for any such damages incurred as a result of providing Your Content to the Application.

This limitation of liability applies to all claims, regardless of the legal theory upon which they are based, even if Voyage Cabin has been advised of the possibility of such damages, except as prohibited by mandatory legal provisions.

#### **16.10 No Liability for Third-Party Conduct**

Voyage Cabin is solely a facilitator designed to connect users and provide a platform for interactions. We are not responsible for and expressly disclaim any liability for any actions, conduct, or content provided by users or third parties on or through the Platform.

#### **16.11 Finality of Service Provision**

You acknowledge that the Voyage Cabin Platform and its Services are solely intended to facilitate interactions between Property Seekers and Property Listers. Voyage Cabin does not offer any services beyond providing the platform, and it holds no liability for any losses or damages arising from user interactions, including but not limited to disputes over Listings or rental arrangements.

### **17 COMPETITORS**

If you are in the business of providing similar services—whether as a commercial enterprise or as a domestic provider—for the purpose of offering services to users, you are considered a competitor of Voyage Cabin Pty Ltd. As such, competitors are not permitted to access or use any information or content on our application. Should you breach this provision, Voyage Cabin Pty Ltd reserves the right to hold you fully responsible for any losses incurred and to seek recovery of all profits or benefits you may derive from such unauthorized use.

## **18 VENUE AND JURISDICTION**

The Services offered by Voyage Cabin Pty Ltd is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Application, you agree that the exclusive venue for resolving any dispute shall be in the courts of Western Australia, Australia.

*Last Updated: May 2025*