

Our Shared Homes (OSH) Terms and Conditions

Welcome to Our Shared Homes! We provide a platform where property owners and guests can connect (**Platform**).

In these Terms, when we say **you** or **your**, we mean you as an individual user. When we say **we**, **us**, or **our**, we mean Our Shared Homes Pty Ltd (ACN 695 358 840).

Some capitalised words in these terms and conditions (**Terms**) have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms.

These Terms form our contract with you and set out our obligations as a service provider and your obligations as a user. You cannot use our Services unless you agree to these Terms.

For questions about these Terms, or to get in touch with us, please email: support@oursharedhomes.com

These Terms were last updated on 27 May 2026.

OUR DISCLOSURES

Please read these Terms carefully before you accept. We draw your attention to:

- our privacy policy (on our website) which sets out how we will handle your personal information;
- clause 18 (Liability) which sets out exclusions and limitations to our liability under these Terms; and
- clause 20.9 (Updates to Terms), which sets out how we may amend these Terms.

We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites through a link on our Platform, or for featuring certain goods or services on our Platform.

These Terms do not intend to limit your rights and remedies at law, including any of your Consumer Law Rights.

1. Services

- 1.1 Our Platform is a place where Members can find each other for the purpose of exchanging accommodation (including houses and land for camping) through simultaneous swaps, non-simultaneous swaps, or our credit-based system.
- 1.2 Subject to your compliance with these Terms, we will provide you with access to the Services and a right to use our Platform (which may be suspended or revoked in accordance with these Terms). This right cannot be passed on or transferred to any other person.
- 1.3 We only provide our Services and are not a party to any exchange arrangement between Members.

2. Account

- 2.1 You must sign up for an Account in order to list accommodation or book accommodation exchanges on our Platform. You may browse listings without an Account.
- 2.2 While you have an Account with us, you agree to:
 - (a) keep your information up to date (and ensure it remains true, accurate and complete);
 - (b) keep usernames and passwords secure and confidential, and protect them from misuse or being stolen; and
 - (c) notify us if you become aware of, or have reason to suspect, any unauthorised access to your Account or any logins linked to your Account.
- 2.3 If you close your Account, you will lose access to the Services.
- 2.4 You must be at least 18 years of age to create an Account or use our Services. By accepting these Terms, you confirm that you are at least 18 years old. We do not knowingly provide Services to minors.

3. Platform Summary

- 3.1 Our Platform facilitates connections between Members for the purposes of exchanging accommodation (including residential properties and land for camping or other purposes) (**Offer**).

- 3.2 Members may create Listings on our Platform detailing their Offers. By posting a Listing, Members:
- (a) confirm that they are legally entitled to and capable of supplying the Offer described in the Listing;
 - (b) warrant that all information in their Listing is accurate, complete and up to date;
 - (c) agree to include all terms and conditions in the relevant Listing;
 - (d) must have appropriate property and liability insurance that covers home exchange arrangements and short-term accommodation of guests. Members are responsible for ensuring their insurance policy permits home exchanges and covers potential claims arising from guest stays. We strongly recommend Members verify their coverage with their insurance provider before listing their property; and
 - (e) must comply with all laws applicable to the Offer.
- 3.3 Members may browse existing Listings and interact with other Members through our Platform to arrange exchanges.
- 3.4 Exchange Types: Our Platform supports three types of exchanges:
- (a) Simultaneous exchanges: where two Members agree to swap accommodation for the same dates;
 - (b) Non-simultaneous exchanges: where Members agree to exchange accommodation at different times, or where one Member offers accommodation with the understanding that they may use the other Member's accommodation at a future date;
 - (c) Credit-based exchanges: where Members use OSH Credits to book accommodation without a direct reciprocal exchange with the host Member; and
 - (d) Hospitality exchanges: where a host Member remains present at the property during the guest Member's stay, providing a hosted experience rather than exclusive property access.
- 3.5 A binding contract (**Confirmed Exchange**) between Members is formed when Members agree to exchange terms through our Platform and confirm the arrangement.
- 3.6 Members may negotiate modifications to a Confirmed Exchange. Any agreed changes must be documented through our Platform and will become part of the Confirmed Exchange.
- 3.7 Members must conduct all exchange negotiations through our Platform messaging system. Members must not use our Platform to obtain each other's contact details for the purpose of circumventing any fees payable to us for the use of our Platform and our Services.
- 3.8 We do not endorse or approve, and are not responsible for, any Offers or the details of any Listings. We may, at any time (at our sole discretion and without any Liability), remove any Listings, including where we consider an Offer or a Listing:
- (a) is illegal or offensive; and/or
 - (b) contains graphic, inappropriate or unlawful content.
- 3.9 Upon termination of these Terms, your existing Listings will be removed and any Confirmed Exchanges not yet completed will be handled in accordance with the arrangements agreed between the relevant Members

4. Recording Devices and Cameras

- 4.1 Members are permitted to have external security cameras on their property or land, provided that full details are included in your Listing, specifically:
- (a) the location of all exterior cameras (such as front door, driveway, or garden areas); and
 - (b) confirmation that no interior cameras or audio recording devices are present in any indoor spaces.
- 4.2 Indoor cameras and audio recording devices are prohibited during exchange periods. This includes all interior spaces such as bedrooms, bathrooms, living areas, kitchens, hallways, and any other indoor rooms. If your property has indoor cameras as part of a smart home system, they must be powered off, unplugged, covered, or removed for the entire duration of any exchange.
- 4.3 Guest Members staying at a host Member's property may ask for outdoor cameras to be deactivated during the exchange. The host Member should comply with these requests, although cameras monitoring the main entrance may continue operating for security and to coordinate guest Member arrival.
- 4.4 Failure to disclose cameras or the presence of undisclosed indoor cameras or recording devices may result in immediate Account suspension or termination.

5. Credit System

- 5.1 Our Platform operates a credit-based system (**OSH Credits**) which Members may use to book accommodation without a direct reciprocal exchange.

5.2 OSH Credits are virtual currency units that facilitate accommodation bookings between Members. OSH Credits have no monetary value and cannot be redeemed for cash or transferred outside the Platform.

5.3 Members may earn OSH Credits by:

- (a) completing identity verification and activating a listing on the Platform;
- (b) hosting other Members;
- (c) referring new Members who complete verification and activate a listing on the Platform; and
- (d) other means as determined by us and set out on the Platform.

We reserve the right to add, remove or modify the ways in which OSH Credits can be earned at any time, with or without notice to Members. Current earning methods are set out on our Platform.

5.4 The number of OSH Credits required to book accommodation is determined by us and displayed in each Listing.

5.5 Members may gift OSH Credits to other Members in accordance with the gifting rules set out on our Platform. Gifted OSH Credits are non-refundable once transferred and cannot be reversed except at our sole discretion.

5.6 When a member books accommodation using OSH Credits, the required OSH Credits are deducted from their account and transferred to the host Member's account.

5.7 Details of how OSH Credits are earned, allocated and spent are set out on our Platform. OSH Credits roll over indefinitely between membership years and do not expire.

5.8 We may, at our discretion, make OSH Credits available for purchase. If we do so, the terms of purchase (including pricing, payment methods, and any restrictions) will be set out on our Platform. Purchased OSH Credits are subject to the same terms as earned OSH Credits and cannot be refunded or exchanged for cash.

6. Cancellations, Refunds and Disputes between Members

6.1 The cancellation of any Confirmed Exchange is strictly a matter between Members. The terms and conditions of a Listing should clearly set out the cancellation policy (if any).

6.2 Where a member cancels a Confirmed Exchange, we may (at our sole discretion) attempt to facilitate alternative exchange arrangements for the affected Member, but we are under no obligation to do so and provide no guarantee that alternative arrangements can be found.

6.3 Where an exchange is cancelled and OSH Credits were used for the booking, the handling of those OSH Credits will be determined in accordance with the cancellation terms in the relevant Listing or as we determine at our discretion.

6.4 We may suspend or terminate the Account of any Member who repeatedly cancels Confirmed Exchanges or fails to honour their exchange commitments.

6.5 We encourage Members to attempt to resolve disputes (including claims for refunds or remedies) directly and in good faith through our Platform messaging system. In the event that a dispute cannot be resolved through these means, Members may choose to resolve the dispute through other means, such as mediation. We are not responsible for mediating or resolving disputes between Members.

6.6 This clause 6 will survive the termination or expiry of these Terms.

7. Payments

7.1 No monetary payments are made between Members for accommodation exchanges. Members only pay Subscription Fees to us for access to our Platform. Subscription payments are processed through our third-party payment processor. You must pay all Subscription Fees due to us under these Terms in accordance with these Terms or as set out on our Platform (as applicable).

7.2 Members may arrange to pay third-party service providers (such as cleaners) directly for services related to an exchange. Any such payments must be at the exact cost charged by the service provider, with no additional amounts added by the host Member. These payments are made outside our Platform and we are not responsible for such arrangements.

7.3 We may pre-authorise or charge your payment method for a nominal amount to verify the payment method.

7.4 If any fees due to us under these Terms or as a result of your use of our Platform are not paid on time, we may:

- (a) suspend your access to our Services (including access to our Platform); and
- (b) charge interest on any overdue payments at a rate equal to the Reserve Bank of Australia's cash rate, from time-to-time, plus 2% per annum, calculated daily and compounding monthly.

7.5 You are responsible for paying any levies or taxes associated with your use of our Services, for example sales taxes, value-added taxes or withholding taxes (unless we are required by law to collect these on your behalf).

8. Platform Subscriptions

- 8.1 You must choose a Subscription to access the full features of our Platform. You must pay all amounts due to us under a Subscription in accordance with these Terms or as set out on our Platform (as applicable).
- 8.2 Founding Members: We may offer founding member subscriptions which allow you to access our Platform at no cost until you complete your first Confirmed Exchange. Once you complete your first Confirmed Exchange, your Subscription will commence and Subscription Fees will become payable in accordance with the Subscription you have selected.
- 8.3 Details of the Subscriptions (including subscription tiers for house swapping, land swapping, or combined access), features, limitations, fees and billing cycles are set out on our Platform. You will be billed on a regular basis for your Subscription, as set out on our Platform, at the beginning of each billing cycle. We reserve the right to update, add, or discontinue membership tiers at any time, with reasonable notice provided to affected Members.
- 8.4 All Subscriptions continue for the term that you selected when purchasing the Subscription (**Subscription Term**). At the end of each Subscription Term, provided you have paid all fees owing, your Subscription will be automatically renewed for the same term. If you wish to cancel your Subscription, you may do so through your Account. Your cancellation will take effect at the end of your current Subscription Term, and the Subscription will not be renewed (meaning you will need to continue paying all fees due up until your current Subscription Term ends). If you are on an annual Subscription Term, we will provide you with a renewal reminder at least 30 days prior to the Subscription renewing.

9. Identity Checks

- 9.1 You cannot create an Account or access the Services without successfully completing our identity verification process (**Identity Check**). We may conduct this process ourselves or through a third party.
- 9.2 You agree to co-operate with us in carrying out the Identity Check, including by providing us with any Personal Information necessary to complete this process (such as your name, proof of address, and proof of identity). Where we have engaged a third party to carry out the Identity Check, you consent to us disclosing your Personal Information to that third party for this purpose.

10. Promotions

- 10.1 We may from time-to-time offer, and you may choose to purchase, promotional opportunities such as a feature in our email marketing or promoted placement on our Platform (**Promotional Opportunity**). Promotional Opportunities are subject to the fees and the terms and conditions as set out in any Promotional Opportunity offer displayed on our Platform or as otherwise communicated to you. In the event of any conflict between any Promotional Opportunity terms and conditions and these Terms, the Promotional Opportunity terms and conditions will prevail.
- 10.2 We may from time-to-time issue you with promotional OSH Credits or discount codes. The conditions of use relating to promotional benefits will be set out on our Platform.

11. Reviews

- 11.1 Members may review their experiences with each other on our Platform (**Review**). We may remove Members from our Platform (in our sole discretion) who receive a high number of negative Reviews or who repeatedly cancel Confirmed Exchanges.
- 11.2 You agree to provide true, fair and accurate information in your Review. If we consider that your Review is untrue, unfair, inaccurate, offensive or inappropriate, we may delete the Review or ban you from posting further Reviews. We do not undertake to review each Review. To the maximum extent permitted by law, we are not responsible for the content of any Review.
- 11.3 You may only write a Review about your own experience. You must not write a Review about another person's experience.
- 11.4 If you have been offered an incentive (such as a gift, reward, discount or payment) for leaving a Review, you should include information about this in your Review.
- 11.5 You must not disclose any Personal Information in your Review.

12. Confidential Information

- 12.1 You may come across confidential information of other Members during the use of our Services. You agree to:
 - (a) keep all confidential information strictly confidential;
 - (b) use confidential information solely for arranging and completing exchanges through our Platform; and
 - (c) not disclose confidential information without permission or as required by law.
- 12.2 We commit to protecting Members' confidential information and will only use it for the purpose of supplying our Services.
- 12.3 This clause does not apply to information that is or becomes publicly available through no fault of the receiving party; is required to be disclosed by law, regulation, or court order; is rightfully received from a third party without a duty of confidentiality; is independently developed by the receiving party without use of confidential information; or is approved for release by written authorization of the disclosing party.
- 12.4 These obligations survive the termination or expiry of these Terms or any Platform transaction.

13. Personal Information

- 13.1 We collect, hold and disclose and use any Personal Information you provide to us in accordance with our privacy policy, available on our website, and applicable privacy laws. As set out in our privacy policy, we may need to disclose Personal Information to third parties, such as our related companies or our service providers (for example, IT and administrative service providers, our professional advisors, and our identity verification service provider). As part of our Services, we will also need to disclose information about Members to other Members so that they can connect and arrange exchanges.
- 13.2 You must only disclose Personal Information to us if you have the right to do so (such as having the individual's express consent).
- 13.3 Members must not disclose Personal Information about each other to third parties unless authorised by these Terms or by law.
- 13.4 Where we are required by law to report on our activities, you acknowledge that from time to time we may request certain information from you in order to meet our requirements, and you agree to provide us with such information within the timeframes reasonably requested by us.
- 13.5 Members are responsible for any information they choose to share with other Members through our Platform messaging system. We strongly advise against sharing sensitive property access information (such as entry codes, key safe combinations, alarm codes, or security system details) through digital messaging. We are not responsible for the security or misuse of information Members voluntarily share with each other.
- 13.6 This clause will survive the termination or expiry of these Terms.

14. Intellectual Property

- 14.1 We own all intellectual property rights in the Services. This includes how the Services look and function, as well as our copyrighted works, trademarks, inventions, designs and other intellectual property. You agree not to copy or otherwise misuse our intellectual property without our written permission (for example, to reverse engineer or discover the source code of our intellectual property), and you must not alter or remove any confidentiality, copyright or other ownership notice placed on the Services.
- 14.2 We may use any feedback or suggestions that you give us in any manner which we see fit (for example, to develop new features), and no benefit will be owed to you as a result of any use by us of your feedback or suggestions.
- 14.3 We do not own any of Your Data, but when you enter or upload any of Your Data into our Platform (including uploading a Listing), you grant us the right to access, analyse, backup, copy, store, transmit, and otherwise use Your Data while you have an Account with us (and for a reasonable period of time afterwards). We may use Your Data (or disclose it to third party service providers) to:
 - (a) supply our Services to you and otherwise perform our obligations under these Terms;
 - (b) diagnose problems with our Services;
 - (c) perform analytics and improve, develop and protect our Platform;
 - (d) display your Listings to other Members on our Platform; and
 - (e) facilitate exchanges between Members.
- 14.4 Further, when you upload content to our Platform (including property photos, descriptions, and reviews), you warrant that you have obtained any necessary consents to do so, including from individuals who appear in photos or videos you upload. If your content includes images of minors, you must have consent from their parent or legal guardian. We recommend avoiding identifiable images of minors in Listings where possible.
- 14.5 You must ensure you hold all intellectual property rights in Your Data or information you share or upload to the Platform (including in a Listing) and you must not commit any intellectual property breach in connection with these Terms.
- 14.6 This clause will survive the termination or expiry of these Terms.

15. Copyright Infringement

- 15.1 If you believe content on our Platform infringes your copyright, please contact us at support@oursharedhome.com with: details of the copyrighted work you claim has been infringed; the location of the infringing content on our Platform; your contact information; and a statement that you have a good faith belief the use is not authorised.
- 15.2 We may remove content that we determine infringes intellectual property rights. We may suspend or terminate Accounts of Members who repeatedly infringe intellectual property rights.

16. Acceptable Use and Prohibited Conduct

- 16.1 You must not:
 - (a) access or use our Platform in any way that is improper or breaches any laws, infringes any person's rights (for example, intellectual property rights and privacy rights), or gives rise to any civil or criminal liability;

- (b) use the Services for inappropriate, unethical, unreasonable or illegal reasons;
- (c) interfere with or interrupt the supply of our Platform, or any other person's access to or use of our Platform;
- (d) introduce any viruses or other malicious software code into our Platform;
- (e) attempt to access any data or log into any server or account that you are not expressly authorised to access;
- (f) use our Platform to send unsolicited electronic messages;
- (g) use data mining, robots, scraping or other data gathering and extraction tools on our Platform;
- (h) access or use our Platform to transmit, publish or communicate material that is, defamatory, offensive, abusive, indecent, menacing, harassing or unwanted;
- (i) fail to honour Confirmed Exchanges without reasonable cause; or
- (j) repeatedly cancel Confirmed Exchanges.

16.2 If you breach clause 16.1, we can suspend your access to the Platform or terminate these Terms in accordance with clause 19.

17. Consumer Law Rights

- 17.1 In some jurisdictions, you may have guarantees, rights or other remedies provided by law (**Consumer Law Rights**), and these Terms do not restrict your Consumer Law Rights. We will only be bound by your Consumer Law Rights and the express wording of these Terms. Our liability for a breach of your Consumer Law Rights is, unless the laws of your jurisdiction state otherwise, limited to either resupplying our Services, or paying the cost of having our Services resupplied.
- 17.2 If you accept these Terms in Australia, nothing in these Terms should be interpreted to exclude, restrict or modify the application of, or any rights or remedies you may have under, any part of the Australian Consumer Law (as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)).
- 17.3 Members may have Consumer Law Rights owed to them by other Members in respect of Offers made by those Members.

18. Liability

- 18.1 To the maximum extent permitted by law, we will not be liable for, and you release us from liability for, any Liability caused or contributed to by, arising from or in connection with:
- (a) any aspect of the interactions between Members, including in relation to any Offers, Listings and Confirmed Exchanges;
 - (b) your failure to comply with any app store requirements of Apple Inc. or the Google Play Store;
 - (c) any use of our Services by a person or entity other than you or your personnel;
 - (d) any other Member's breach of the Confidential Information, Personal Information and/or Intellectual Property provisions of these Terms; and
 - (e) disruptions or downtime caused or contributed to by third parties.
- 18.2 Where you engage third parties to operate alongside our Platform (for example, any third-party software systems you wish to integrate with our Platform), those third parties are independent of us and you are responsible for (meaning we will not be liable for) the goods or services they provide, unless we expressly agree otherwise in writing.
- 18.3 Regardless of whatever else is stated in these Terms, to the maximum extent permitted by law:
- (a) neither we or you are liable for any Consequential Loss;
 - (b) a party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the actions (or inactions) of the other party, including any failure by the other party to mitigate its loss; and
 - (c) our aggregate liability to you for any Liability arising from or in connection with these Terms will be limited to the amount of any Subscription Fees paid by you to us in respect of the supply of the relevant Services to which the Liability relates, or if you do not have a Subscription, to AU\$1,000.
- 18.4 This clause will survive the termination or expiry of these Terms.

19. Suspension and Termination

- 19.1 We may suspend your access to our Services where:
- (a) we reasonably believe there has been any unauthorised access to or use of our Services (such as the unauthorised sharing of login details for our Platform);
 - (b) we reasonably believe that you have breached these Terms;
 - (c) you fail to comply with any acceptable use or participation rules we have on the Platform;

- (d) you repeatedly cancel Confirmed Exchanges or fail to honour your exchange commitments; and/or
- (e) you fail to honour a Confirmed Exchange without reasonable cause or valid justification.

If we suspend your access to our Services, we will let you know within a reasonable time of doing so, and we will work with you to resolve the matter, or if it cannot be resolved, then we may terminate your Account and your access to our Services will end.

19.2 We may terminate these Terms (meaning you will lose access to our Services, including access to your Account) if:

- (a) you fail to pay any amounts payable to us under these Terms when they are due;
- (b) you breach clause 16.1;
- (c) you (or as authorised under these Terms, your personnel) breach these Terms and do not remedy that breach within 14 days of us notifying you of that breach;
- (d) you (or as authorised under these Terms, your personnel) breach these Terms and that breach cannot be remedied;
- (e) you repeatedly cancel Confirmed Exchanges or fail to honour your exchange commitments; or
- (f) you experience an insolvency event (including but not limited to bankruptcy, receivership, voluntary administration, liquidation, or entering into creditors' schemes of arrangement).

19.3 You may immediately terminate these Terms:

- (a) in accordance with clause 20.8;
- (b) if we breach these Terms and do not remedy that breach within 14 days of you notifying us of that breach; or
- (c) if we breach these Terms and that breach cannot be remedied

19.4 If you have paid any Subscription Fees upfront, you will be issued a pro-rata refund of any unused Subscription Fees based on the portion of the then-current Subscription term remaining.

19.5 You may also terminate these Terms at any time by notifying us through your Account or to our email for notices (as set out in the introduction to these Terms), and if you have a Subscription, termination will take effect at the end of your current Subscription Term.

19.6 Upon termination of these Terms, we will retain Your Data (including copies) as required by law or regulatory requirements;

19.7 Termination of these Terms will not affect any other rights or liabilities that we or you may have.

19.8 This clause will survive the termination or expiry of these Terms.

20. General

20.1 **Assignment:** You may not transfer or assign these Terms (including any benefits or obligations you have under these Terms) to any third party without our prior written consent. We may assign or transfer these Terms to a third party, or transfer any debt owed by you to us to a debt collector or other third party.

20.2 **Disputes with Our Shared Homes Pty Ltd:** Neither we nor you may commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) unless we and you first meet (in good faith) to resolve the Dispute. Nothing in this clause will operate to prevent us or you from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

If the Dispute is not resolved at that initial meeting:

- (a) where you are resident or incorporated in Australia, refer the matter to mediation, administered by the Australian Disputes Centre in accordance with Australian Disputes Centre Guidelines for Commercial Mediation; or
- (b) where you are not resident or incorporated in Australia, refer the matter to arbitration administered by the Australian Centre for International Commercial Arbitration, with such arbitration to be conducted in Sydney, New South Wales, before one arbitrator, in English and in accordance with the ACICA Arbitration Rules.

20.3 **Events Outside Our Control:** We will not be liable for any delay or failure to perform our obligations (including our Platform), if such delay or failure is caused or contributed to by an event or circumstance beyond our reasonable control.

20.4 **Governing law:** These Terms are governed by the laws of New South Wales, and any matter relating to these Terms is to be determined exclusively by the courts in New South Wales and any courts entitled to hear appeals from those courts.

20.5 **Nature of Legal Relationship:** These Terms do not create, and should not be interpreted so as to create, a partnership, joint venture, contractor relationship or employment relationship between us and you.

20.6 **Notices:** Any notice you send to us must be sent to the email set out at the beginning of these Terms. Any notice we send to you will be sent to the email address registered against your Account.

20.7 **Service Availability:** We strive to make the Services available but do not guarantee 100% uptime. The Services may be disrupted due to scheduled or emergency maintenance, or issues with third-party providers upon which the Services rely.

- 20.8 **Third Party Services and Links:** Our Platform may contain links to third-party websites, services, or resources. We do not endorse, control, or assume responsibility for any third-party sites or services. You access third-party sites and services at your own risk, and you should review their terms and privacy policies. We are not liable for any harm or losses arising from your use of third-party services.
- 20.9 **Updates to Terms:** We may amend these Terms at any time, by providing written notice to you. By clicking “I accept” or continuing to use our Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment, you may stop using our Platform, or if you have an Account then you may close your Account with effect from the date of the change in these Terms by providing written notice to us. If you close your Account, you will no longer be able to access our Services (including our Platform) on and from the date of cancellation and clause 19.4 will apply.

21. Definitions

21.1 In these Terms:

Account means an account accessible to the individual or entity who signed up to our Services.

Confirmed Exchange has the meaning given in clause 3.5.

Consequential Loss includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us any amounts for access to or use of our Services (including our Platform) will not constitute “Consequential Loss”.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or us or you or otherwise.

Listing means a description of an Offer created by a Member on our Platform, which includes details of the Offer, its terms and conditions, and (where applicable) the OSH Credits required for the Offer.

Member means a user who has an Account with us, and Members means more than one Member.

Offer has the meaning given in clause 3.1.

OSH Credits has the meaning given in clause 5.1

Personal Information means any information or opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, and whether the information or opinion is recorded in a tangible form or not.

Review has the meaning given in clause 11.1

Services means access to the Platform we provide to you but do not include support services or any other additional services unless we agree otherwise in writing with you.

Subscription means the Subscription plan you have chosen through our Platform, which you use to access certain features and benefits.

Subscription Fees means the fees you pay to us to access your chosen Subscription.

Subscription Term has the meaning given in clause 8.4.

Your Data means the information, materials, logos, documents, qualifications and other intellectual property or data supplied by you when receiving our Services (including any Listing) or stored by or generated by your use of our Services, including any Personal Information collected, used, disclosed, stored or otherwise handled in connection with our Services. Your Data does not include any data or information that is generated as a result of your usage of our Services that is a back-end or internal output or an output otherwise generally not available to users of our Services.