

Terms of Service

The agreement between FitMatchr Pty Ltd (ABN 51 689 689 647) and everyone who uses the FitMatchr app or website.

Version 1.0 · Effective from 16 October 2026

Last updated 16 October 2026

These Terms are the agreement between FitMatchr and everyone who uses the FitMatchr app or website. Part A applies to everyone, Part B applies only to Instructors, Part C only to Studios, and Parts D to G apply to everyone (Part D mainly to Studios).

The key points in plain English

This summary is for convenience only. If it differs from the full Terms, the full Terms apply.

- **FitMatchr is a job board.** We help studios and instructors find each other. We are not an employer, recruiter, employment agent or labour-hire provider, and we do not pay instructors.
- **Instructors use FitMatchr free.** Studios pay a monthly subscription per location, and A\$250 + GST for each permanent job listing, whether or not anyone is hired (unlimited permanent listings on a paid Pro month).
- **Studios pay instructors directly** and are responsible for pay, tax, super, insurance and workplace safety.
- **Late cancellations and no-shows count.** A cancellation within 24 hours of a class is late. No-shows lead to a 72-hour hold, and repeat no-shows to suspension.
- **Keep bookings on FitMatchr.** If a studio wants to offer a permanent role to someone it met on FitMatchr in the last 12 months, it must advertise that role on FitMatchr.
- **Fake documents mean a permanent ban.**
- **Your Australian Consumer Law rights are not affected** by anything in these Terms.
- **You can delete your account in the app** at any time.

Part A — About FitMatchr and your account

1. These Terms

1.1 These Terms are an agreement between you and FitMatchr Pty Ltd (ABN 51 689 689 647) (**FitMatchr, we, us, our**). They apply when you create an account on, or use, the FitMatchr mobile app (the **App**), our website at fitmatchr.com, or any related service (together, the **Service**). Capitalised words are defined in the Schedule.

1.2 You accept these Terms by ticking the acceptance box when you create your account. We record the version of the Terms you accepted and the date and time you accepted them. If you do not agree, do not use the Service.

1.3 Our Privacy Policy (at fitmatchr.com/privacy) explains how we handle personal information. It does not form part of this contract, but you must read it before you use the Service.

1.4 If you use the Service for a business, you confirm that you are authorised to bind that business, and “you” includes that business.

1.5 Our App is distributed through the Apple App Store and Google Play. Apple and Google are not parties to these Terms and are not responsible for the Service or for any claim relating to it. Your use of the App must also comply with the relevant app store’s terms.

1.6 The Service is offered for engagements in Australia. You must not use it to post or accept work outside Australia.

2. Eligibility and accounts

2.1 Age. You must be at least 18 years old to create an account or use the Service.

2.2 Account types. There are two types of account:

- an **Instructor Account**, for individuals who offer fitness instruction (for example Pilates, yoga, barre, personal training, group fitness and cycle). Instructor Accounts are free; and
- a **Studio Account**, for fitness studios and gyms that post Cover Shifts or Permanent Roles. Studio Accounts are paid per Location under Part D.

2.3 Studio users. A Studio Account is controlled by its **Studio Owner**, who can access every Location and is the only person who can manage billing, the plan and the

payment card. The Studio Owner can invite Managers, who can access every Location and invite or remove Front-desk users. Front-desk users (**Site Accounts**, for example a front-desk device) are limited to one Location, cannot post Permanent Roles and cannot see Instructors' bank, superannuation, Tax File Number or emergency contact details. A Site Account must not be used for any other Location. The Studio is responsible for everything done by its Managers and Site Accounts.

2.4 Signing in. You sign in using your mobile number and a one-time code sent by SMS. You must keep your phone and sign-in codes secure. You are responsible for activity on your account unless it results from our own failure to keep the Service secure. Tell us promptly at contact@fitmatchr.com if you think someone has used your account without your permission.

2.5 One account each. An individual may hold only one Instructor Account. You must not create an account to avoid a hold, suspension or ban.

2.6 Accurate information. The information you give us must be true, accurate, current and complete. This includes your name, qualifications, ABN, business details, Locations and Postings. You must keep it up to date.

2.7 Studio verification. Before a Studio can post a role, confirm a Booking or Hire, or see an Instructor's documents or payment details, its ABN must be verified against the Australian Business Register. Until then the Studio can browse but cannot do those things. We may re-check ABN status at any time and may restrict the Studio Account if the ABN is cancelled or the business is deregistered.

3. What FitMatchr is, and is not

3.1 A job board. FitMatchr is an online job board and matching platform. It helps Studios and Instructors find each other for Cover Shifts and Permanent Roles. It checks that required documents have been uploaded and are in date, shows Studios which Instructors are ready to be hired, and, once a Booking or Hire is confirmed, gives the Studio the Instructor's documents and payment details so the Studio can pay the Instructor directly.

3.2 What we are not. FitMatchr is not an employer, recruiter, recruitment or employment agency, labour-hire or staffing provider, payroll provider or contractor-of-record. We do not recruit, select, place, supply or direct Instructors. We do not employ or engage Instructors and we do not supervise or control their work. We are not a party to any agreement between a Studio and an Instructor.

3.3 Studios make the decisions. Studios decide who to engage, on what terms, and whether to engage them at all. Instructors decide which work to accept. FitMatchr is paid for access to the job board and its tools (subscriptions and Listing Fees, which are payable whether or not anyone is hired), and not for finding, choosing or supplying any particular Instructor.

3.4 Engagement terms are between you. The Studio and the Instructor agree the terms of each engagement between themselves, including whether the Instructor is engaged as an employee or as an independent contractor. FitMatchr does not decide, advise on or guarantee that classification.

3.5 Pay is paid directly. FitMatchr does not pay Instructors, process their pay or hold money for them. The Studio pays the Instructor directly. If an Instructor tells us they have not been paid for a completed Booking or Hire, we will let the Studio know and help both sides follow up, but we do not guarantee, collect or enforce any payment. While that report is open, the Studio cannot delete its account. For each confirmed Booking or Hire, we show the Instructor the Studio's legal business name and ABN, and we keep these with our Hire records as set out in our Privacy Policy.

3.6 Award information is general only. Any pay-rate information the App shows (for example, figures drawn from the Fitness Industry Award 2020) is general information only. It may be out of date or may not apply to a particular engagement. It is not legal, employment or financial advice. Showing a rate, or a warning about a rate, does not mean FitMatchr has decided the correct rate. Studios should check rates with the Fair Work Ombudsman or their own adviser.

3.7 No guarantee of outcomes. We do not guarantee that any Posting will be filled, that any Instructor will be available or suitable, or that any Studio will offer work.

3.8 How matching works. Search results, rankings and "ready to hire" indicators are generated automatically from objective information in the Service, such as location, discipline, availability, document status, reliability rating and Reviews. FitMatchr staff do not interview, assess, shortlist, recommend or put forward Instructors to Studios, and do not negotiate pay or conditions on anyone's behalf.

3.9 No fees to work-seekers. FitMatchr never charges an Instructor any fee for finding work, applying for work, being engaged, or using the Service.

3.10 Your acknowledgement. By using the Service you acknowledge that:

- FitMatchr provides a self-service online job board and tools, and does not act as your agent or on your behalf in seeking or offering work;
- any engagement is made directly between the Studio and the Instructor; and
- FitMatchr does not supply Instructors to Studios, and Instructors are not paid by or through FitMatchr.

Part B — Instructor terms

This Part applies only if you hold an Instructor Account.

4. Using FitMatchr as an Instructor

4.1 Free to use. Instructor Accounts are free. We will not charge you to use the Service. If we ever introduce an optional paid feature for Instructors, it will be offered separately, you will have to opt in, and the core Service will stay free.

4.2 Your own business. You are responsible for:

- agreeing your rate and conditions with the Studio before you accept work;
- your own tax, GST (if registered) and, where you are engaged as a contractor, your own insurance; and
- complying with any law, licence or registration that applies to the instruction you provide.

4.3 Insurance. We recommend that you hold current professional indemnity and public liability insurance. A Studio may make this a condition of engaging you.

4.4 Invoices. For a completed Cover Shift, the App can prepare a draft invoice for you using the agreed rate and hours and the ABN, GST status, bank and superannuation details you have given us. Using it is optional. You can instead invoice the Studio another way, for example through your own accounting software. If you send an invoice through the App:

- you are responsible for checking it and for issuing a correct invoice or tax invoice, at the agreed price, for the services you provided;
- you confirm that your ABN, GST status, bank and superannuation details are accurate and up to date;
- we deliver it to the Studio on your behalf (clause 6.4), but we are not a party to it, and we do not collect, hold or guarantee any payment; and

- you must have an ABN to create an invoice in the App. If you do not quote an ABN, a Studio may be required by law to withhold tax from payments to you.

5. Qualifications and documents

5.1 What you need. To be confirmed for a Booking or Hire you must hold, and keep current:

- the primary qualification the Posting requires; and
- a current first aid and CPR certificate.

5.2 Expiry day. A first aid or CPR certificate is treated as valid only up to the day before its expiry date. A class on the expiry date is treated as at risk.

5.3 Uploading documents. You must upload each certificate with its issue and expiry details. When you upload a document you confirm that it is genuine, unaltered, current and your own.

5.4 False documents. Uploading a false, altered or someone else's document is a serious breach of these Terms. We will permanently ban your account, and we may tell the issuing body, any Studio that has engaged you through the Service and, where appropriate, the police or another authority.

5.5 Your status. The App shows one of these statuses:

Status	What it means	What it does not mean
Ready to hire	Your required documents are uploaded, in date, and you have confirmed they are genuine.	That FitMatchr has checked them with the issuer.
Verified	As for Ready to hire, and at least one certificate has also been confirmed directly with the training provider.	That FitMatchr vouches for your skill, character or suitability.
Action needed	A required document is missing or has expired.	—

5.6 Expiry reminders. We send reminders 30 days and 7 days before a document expires. When a document expires, your status changes to Action needed and you cannot be confirmed for new work until you upload a current document. Bookings you

already hold are not cancelled automatically, but if you are not current in time the Studio may re-open the Cover Shift and fill it with someone else.

6. Sharing your information with Studios

6.1 Your consent. When a Studio with a verified ABN confirms a Booking or Hire with you, you agree that we may give that Studio access, inside the App only, to:

- your qualification and first aid/CPR documents;
- your ABN (if you have one), bank account details and superannuation details;
- your emergency contact; and
- your Tax File Number, if you choose to provide it.

(together, the **Hire Pack**). The Studio may use the Hire Pack only as clause 13 allows.

6.2 Tax File Number. Giving us your TFN is optional, and you will not be disadvantaged if you do not. If you provide it, we collect, store and disclose it only so that the Studio that engages you as an employee can meet its tax and superannuation obligations, and only as permitted by the Privacy (Tax File Number) Rule 2015.

6.3 Secure handling. We never send the Hire Pack by email or text message. The only exception is an invoice you choose to send through the App, which is emailed to the Studio and includes the bank and superannuation details shown on it (clause 6.4).

6.4 Invoices you send. When you send an invoice through the App, we email it as a PDF to the Studio's billing email address and to its owner and managers, and show it in the Studio's App. It includes your name, ABN, bank and superannuation details, the shift details and any note you add.

7. Attendance, check-in and reliability

7.1 Check-in. To be recorded as present for a Booking, you must check in through the App while within 50 metres of the Location and at least 10 minutes before the class starts. We record the time of check-in and your distance from the Location, not your exact coordinates. The App uses your device's location only at the moment you check in.

7.2 No-shows. If you do not attend a confirmed Booking and do not have a valid check-in (a **No-show**):

- your profile is flagged;

- a 72-hour hold is placed on your account, during which you cannot accept new work;
- the affected Studio is notified;
- Studios with which you hold other confirmed Bookings are notified (those Bookings are not cancelled automatically); and
- a second No-show within 6 months may lead to suspension under clause 22.

7.3 Disputing a No-show. You may dispute a No-show in the App within 48 hours. We will ask the Studio to confirm or contest it. If the Studio does not respond within 48 hours, the flag is removed. If the Studio contests it, we will consider the evidence from both sides and decide under clause 17.

7.4 Reliability rating. We calculate a reliability rating from attendance, check-ins, late cancellations, No-shows and Reviews. Studios can see it, and it affects how you are ranked in search results. If you believe your rating is wrong, contact us and we will review it.

7.5 Don't help a Studio avoid fees. You must not encourage or help a Studio to avoid FitMatchr's fees, including by suggesting that a Booking or Hire be moved off the platform (see clause 19).

Part C — Studio terms

This Part applies only if you hold a Studio Account.

8. Your business details

8.1 You must have a valid, active ABN and give us your correct business name, contact details and the address of each Location.

8.2 You must be authorised to enter these Terms for the business and for each Location you add.

9. Postings

9.1 Accurate Postings. Each Posting must be genuine, accurate and complete. It must state the role, discipline, Location, date and time (for a Cover Shift), the minimum qualification, and the pay and main conditions. A Cover Shift must start at least 60 minutes after it is posted, or after its start time is changed. A Studio cannot confirm a new Instructor for a Cover Shift less than 45 minutes before it starts.

9.2 One role per Posting. Each Posting must be for one real role. You must not post in bulk, post a role that does not exist, or post a role to collect Instructors' information or test the market.

9.3 Lawful Postings. A Posting must not be discriminatory, misleading or otherwise unlawful, and must not offer pay you know is below the lawful minimum.

9.4 Changing a Cover Shift. A Studio can change the rate, time or details of an open Cover Shift until an Instructor is confirmed. A Studio cannot lower the rate once Instructors have applied. We will tell Instructors who have applied if the time changes.

10. Engaging and paying Instructors

10.1 Your engagement. You are solely responsible for each engagement you make through the Service. This includes deciding whether the Instructor is an employee or an independent contractor and engaging them on terms that reflect that decision.

10.2 Pay and entitlements. You must pay each Instructor you engage directly, on time and at no less than the lawful rate. You are responsible for all related obligations, including under any modern award, enterprise agreement or contract, and for PAYG withholding, superannuation, payroll tax, workers compensation and insurance.

10.3 Checks and licences. You are responsible for any working with children check, police check, right-to-work check, licence or registration your engagement requires.

10.4 Invoices from Instructors. An Instructor may send you an invoice through the App, or separately (for example from their own accounting software). Either way, you pay the Instructor directly. Invoices include the Instructor's bank and superannuation details, and you must handle them as clause 13 requires. If you mark an invoice as paid in the App, that is your own statement. FitMatchr does not check or confirm payments.

11. Safe workplace

You must provide a safe workplace for every Instructor you engage through the Service, and comply with work health and safety laws. This includes giving the Instructor an induction to your Location, its equipment and its emergency procedures.

12. Verification is information, not a promise

12.1 An Instructor's status (Ready to hire or Verified), reliability rating and Reviews are information to help you decide. They are not a promise by FitMatchr about the Instructor's qualifications, skill, character, insurance or suitability.

12.2 You remain responsible for your hiring decision, and for checking anything that matters to you before engaging an Instructor.

12.3 If you suspect a document in a Hire Pack is not genuine, report it in the App. The Instructor's account will be paused while we review it.

13. Looking after Instructors' information

13.1 Permitted use only. You may use the information in a Hire Pack only to check the Instructor's credentials for the engagement and to pay them (including superannuation and tax obligations) and to contact them in an emergency.

13.2 Your obligations. You must:

- keep the Hire Pack confidential and store it securely;
- give access only to staff who need it for a permitted use;
- not copy, share, sell or use it for any other purpose, including marketing or recruiting for any other business;
- delete it when you no longer need it for a permitted use, unless the law requires you to keep it; and
- handle it as if you were bound by the Privacy Act 1988 (Cth) and the Australian Privacy Principles, even if your business would otherwise be exempt, and, for any TFN, comply with the Privacy (Tax File Number) Rule 2015.

13.3 Data incidents. If you suspect that information from a Hire Pack has been lost, or accessed or disclosed without authority, you must tell us at contact@fitmatchr.com within 72 hours of becoming aware of it. You must also take reasonable steps to contain it and cooperate with us. Once a Studio holds a Hire Pack, the Studio is responsible for assessing and notifying any eligible data breach affecting that information in its own systems.

13.4 Deletion confirmation. On reasonable request, you must confirm in writing that you have deleted a Hire Pack you no longer need.

14. Confirming arrival

You can confirm that an Instructor arrived at any time up to 8 hours after the class start time. Please confirm promptly, because your confirmation helps resolve disputes.

Part D — Fees and payment

15. Fees

15.1 Who pays. Instructors pay nothing. Studios pay per Location, not per business.

15.2 Current fees. Our fees at the date of these Terms are:

Fee	Amount ex GST	Amount inc GST	When charged
Cover plan	A\$79 per Location per month	A\$86.90	Monthly in advance, after the Free Trial
Pro plan	A\$149 per Location per month	A\$163.90	Monthly in advance, after the Free Trial
Multi-location discount	15% off the 3rd and each later Location	—	Applied to each monthly charge
Listing Fee (Permanent Roles)	A\$250 per Permanent Listing	A\$275	When the listing is published (see clause 15.5)

Our current fees are always shown at fitmatchr.com/pricing. The total price including GST is shown before you pay.

15.3 Free Trial. A new Studio Account gets 3 months of free Cover Shift postings (the **Free Trial**). We will not charge you during the Free Trial. Depending on how you use the Service, you either add a payment card in the App when you sign up, or we email your billing contact a secure Stripe link to set up payment (**billing by email**). We will remind you at least 7 days before the Free Trial ends. Unless you switch off auto-renew before the Free Trial ends, your chosen plan starts on the first billing date and is charged to the payment method you set up. If no payment method has been set up by then, you cannot post or confirm new Bookings or Hires until you set one up.

15.4 Auto-renewal. Your plan renews automatically each month until you switch off auto-renew in Plan & billing. Switching off takes effect at the end of the period you have already paid for. You keep access until then. There is no cancellation fee.

15.5 Listing Fee. A Listing Fee applies to each Permanent Listing. It is charged to your card on file when you publish it or, if you are billed by email, we email your billing

contact an invoice when you publish it and the listing goes live once that invoice is paid (it is due within 14 days). A Permanent Listing stays live for 30 days, or until you mark the role as filled or close it, if earlier. The Listing Fee is for advertising the role. It is payable whether or not anyone applies or is hired, and it is not charged when a Hire is made. On the Pro plan, Permanent Listings are unlimited and no Listing Fee applies once the Studio has paid for a full Pro month. In practice:

- a Studio that starts on Pro (including when its Free Trial ends) pays no Listing Fee from its first paid Pro month; and
- a Studio that upgrades from Cover to Pro part-way through a month pays the Listing Fee for Permanent Listings published before its first full Pro month is billed and paid.

The Pro benefit depends on Pro actually being paid for, not just selected.

15.6 Free re-listing. If an Instructor you hired through a Permanent Listing does not start, or leaves within 4 weeks of the agreed start date, we will re-list the role once, for 30 days, without a further Listing Fee. This applies only if:

- you marked the role as filled in the App;
- you tell us within those 4 weeks; and
- the role has not materially changed (for example its discipline, hours or pay).

The free re-listing is our remedy for that situation. We do not promise that a suitable Instructor will apply. This clause does not limit any right you have under the Australian Consumer Law (clause 27).

15.7 Upgrades and downgrades. If you upgrade, we charge the pro-rated difference straight away. If you downgrade, the change takes effect from your next billing date.

15.8 Refunds. Fees are not refundable for change of mind, unused time in a period, or because a Posting was not filled. This does not limit your rights under clause 27, clause 30 (changes to these Terms) or the Australian Consumer Law.

15.9 Failed payments. If a payment does not go through:

- your Studio Account is frozen straight away. You cannot post or confirm Hires or Bookings, and only Plan & billing is available;
- we email you each time a payment fails;
- if it is a Listing Fee that failed, the Permanent Listing is not published until it is paid (an unpaid emailed Listing Fee invoice only holds back that listing, and does not

freeze your account);

- access is restored automatically when the payment succeeds; and
- if the amount is still unpaid 30 days after the first failed attempt, we may suspend or close the Studio Account under clause 22 and recover the amount owing as a debt.

We do not charge interest or late fees.

15.10 Card payments and invoices. Payments are processed by our payment provider, Stripe. Your card details are held by Stripe, not by FitMatchr. You authorise us to charge your card on file for all amounts payable under these Terms. If you are billed by email, you pay through the secure Stripe links and invoices we email to your billing contact. FitMatchr is registered for GST, and we will email you a tax invoice for each charge.

15.11 Price changes. We may change our fees by giving you at least 30 days' notice by email and in the App. If you do not agree, you may cancel before the change takes effect and you will not pay the new price.

15.12 Cancellation fees between Studios and Instructors. FitMatchr does not collect, hold or pay wages, cancellation fees or any other money owed between a Studio and an Instructor.

Part E — Rules for using the platform

16. Bookings and cancellations

16.1 Honour confirmed Bookings. Once a Booking is confirmed, both the Studio and the Instructor are expected to honour it.

16.2 Late cancellation. A cancellation is late if it is made less than 24 hours before the class start time. This applies whether the Studio or the Instructor cancels.

16.3 Consequences. A late cancellation is recorded on the reliability record of whoever cancelled. Repeated late cancellations (by a Studio or an Instructor) may lead to a hold or suspension under clause 22. A cancellation made because of a genuine emergency or illness, with reasonable evidence if we ask for it, will not count against you.

16.4 Money between you. Any cancellation fee or payment for a cancelled class is a matter between the Studio and the Instructor under their own arrangement. The Studio

must pay any amount it has agreed to pay.

17. Disputes between Studios and Instructors

17.1 Attendance disputes are handled as set out in clauses 7.3 and 14. Other disputes about a Booking can be raised with us at contact@fitmatchr.com.

17.2 If a dispute is genuinely contested, we will review the information both sides give us and decide how it is recorded on the Service (for example whether a No-show flag stays). We aim to decide within 5 business days.

17.3 Our decision affects only how the matter is recorded on the Service. We are not a court or arbitrator. Our decision does not decide your legal rights against each other or stop you taking any other action.

17.4 You must give us truthful information in any dispute.

18. Messaging and contact details

18.1 Masking before confirmation. Until a Booking or Hire is confirmed, the App automatically hides phone numbers, email addresses, links and social media handles in messages and notes. You must not try to get around this, for example by spelling out numbers, adding spaces or symbols, using images or using code words.

18.2 After confirmation. Once a Booking or Hire is confirmed, the Studio and the Instructor may share contact details to arrange that engagement. Clause 19 continues to apply.

18.3 Monitoring. Messages are private between the two users and FitMatchr. We automatically scan messages to apply masking. We read messages only where needed for safety, to resolve a dispute or report, to enforce these Terms, or where the law requires.

18.4 Respectful use. Messages must be respectful and relate to the work. Do not send spam, harassment, unrelated offers or promotional material.

19. Keeping hires on FitMatchr

19.1 Why this clause exists. Our fees pay for the job board and tools that put Studios and Instructors in touch. This clause stops a Studio from using FitMatchr to meet Instructors and then filling permanent roles with them without advertising those roles on FitMatchr.

19.2 Introduction. An Instructor is introduced to a Studio through FitMatchr when, using the Service, the Studio views the Instructor's full profile, shortlists or messages the Instructor, receives an application from the Instructor, or confirms a Booking with the Instructor. We will rely on the records in the Service to show when an introduction happened.

19.3 Permanent roles must be listed. If, within 12 months after an Instructor is first introduced to a Studio, the Studio (or a related business) wants to offer that Instructor a permanent or ongoing role, whether as an employee or a contractor, the Studio must first publish that role as a Permanent Listing on the Service and pay any Listing Fee that applies. This does not apply if:

- the role has already been published as a Permanent Listing; or
- the Studio can show that the Instructor already worked for, or was in discussions with, the Studio before the introduction.

19.4 If a role is not listed. Filling a permanent role in breach of clause 19.3 is a breach of these Terms. We will tell the Studio what we believe has happened and give it 14 days to respond. After that, we may suspend or close the Studio Account and withdraw the free re-listing under clause 15.6.

19.5 Cover Shifts. This clause does not apply to Cover Shifts arranged directly between a Studio and an Instructor.

19.6 Deliberate avoidance. Deliberate or repeated avoidance of fees (for example by advertising a permanent role only off the platform after meeting the Instructor on FitMatchr, or re-using one Permanent Listing for several different roles) is a breach of these Terms. We may suspend or close the account and withdraw the free re-listing under clause 15.6.

20. Reviews

20.1 How reviews work. After a Booking or Hire, the Studio and the Instructor can review each other for up to 30 days after the Cover Shift ends (or, for a Hire, after the agreed start date). Reviews are double-blind: each Review stays hidden until both sides have submitted one, or 30 days have passed since it was submitted, and then it is published.

20.2 Review rules. Reviews must be honest and based on your own experience. They must not be false, misleading, defamatory, abusive or discriminatory, and must not

include personal information such as contact details. You must not offer or accept anything in return for a Review, or pressure anyone to change or remove one.

20.3 Reporting a Review. If you believe a Review breaches these Terms or the law, email contact@fitmatchr.com with the details. We will consider it within 10 business days and may remove it, offer you a right of reply, or leave it in place. Removing a Review does not mean we found it false, and leaving one in place does not mean we agree with it.

20.4 Responsibility. You are responsible for what you write. Statements of fact (for example "did not turn up" or "paid late") can have legal consequences.

20.5 "Paid on time?" When an Instructor reviews a Studio after a Cover Shift, we ask whether the Studio paid them on time. The Instructor can update their answer while the review period is open. Once Reviews are published, we may show other Instructors a summary for that Studio, for example "Pays on time · 92% (24 shifts)", once enough answers have been published. Answers of "not paid yet" are not counted in the summary. The summary reflects what Instructors have told us. FitMatchr does not check payments and does not guarantee, handle or make any payment. A Studio that believes an answer breaches these Terms can report it under clause 20.3.

21. Prohibited conduct

You must not:

- upload false, altered or stolen documents, or impersonate anyone;
- give false information in a profile, Posting, Review or dispute;
- use another user's information for anything other than the engagement it relates to;
- try to get around contact masking, fees or verification;
- access, scrape, copy or reverse-engineer the Service, test its security without our written permission, or use bots or automated tools on it;
- interfere with the Service or introduce malicious code;
- harass, threaten, discriminate against or defraud anyone;
- create more than one Instructor Account, or any account to avoid a hold, suspension or ban;
- post a role that is unlawful, unsafe or below the lawful minimum pay, or post in bulk;

- use the Service to recruit for another platform or business, or to send marketing without consent;
- resell, sublicense or commercially exploit the Service; or
- break any law in connection with the Service.

Part F — Suspension, appeals and closing your account

22. Suspension and termination by us

22.1 When we may act. We may place a hold on, restrict, suspend or close your account if we reasonably believe that:

- you have materially breached these Terms, or repeatedly breached them;
- you have provided a false, altered or someone else's document;
- your conduct puts another user, the public or the Service at risk;
- an amount owed has not been paid within the period in clause 15.9; or
- we are required to by law or by a regulator.

22.2 Notice. Except where there is a risk to safety, a suspected false document, suspected fraud or a legal requirement, we will give you notice and the reason before we suspend or close your account, and, where the problem can be fixed, at least 7 days to fix it. Where we act without notice, we will tell you the reason as soon as it is safe and practical to do so.

22.3 Automatic consequences. Some consequences happen automatically, as set out in these Terms: the No-show hold (clause 7.2), Action needed status (clause 5.6), a pause while a reported document is reviewed (clause 12.3), the payment freeze (clause 15.9) and a permanent ban for a false document (clause 5.4).

22.4 Effect. When your account is closed, your right to use the Service ends. Amounts already owing remain payable. If we close a Studio Account other than because of the Studio's breach, we will refund the unused part of any period already paid for. Clauses that by their nature continue (including clauses 13, 19, 25 to 29 and 32) survive closure.

23. Appeals

23.1 If you think we have placed a hold, suspended or closed your account, or recorded a No-show or a rating, by mistake, you can ask us to review it by emailing contact@fitmatchr.com with "Appeal" in the subject line, within 14 days.

23.2 A director of FitMatchr who was not involved in the original decision will review the appeal. We will respond within 5 business days with our decision and the reasons for it.

23.3 An appeal does not limit any other right you have, including under clause 31.

24. Closing your account

24.1 In the App. You can delete your account at any time in the App, using the "Delete my account" link at the bottom of the home screen. You do not need to contact us.

24.2 When deletion has to wait. We may not be able to complete deletion straight away if: an Instructor has upcoming confirmed Bookings or an open dispute; or a Studio has upcoming confirmed Bookings, other team members still attached, unpaid fees, an open dispute, an open report from an Instructor that they have not been paid, or a Booking or Hire completed in the last 14 days (the payment window). The App will tell you what needs to happen first and, for the payment window, the date from which you can delete. Only the Studio Owner can delete a Studio Account. A Manager or Front-desk user who deletes their account removes only their own login.

24.3 What happens on deletion. When your account is deleted:

- we delete your personal information, including (for Instructors) documents, bank, superannuation and TFN details, availability and videos, and (for everyone) device tokens and notifications;
- we de-identify records we need to keep, such as billing and tax records, Hire and fee records, dispute records and review scores;
- your profile name becomes "Deleted user" or "Deleted studio", your messages are replaced with "[Message deleted]", and your review comments are removed; and
- deleting a Studio Account cancels its subscription. Amounts already paid are not refunded, and amounts owing remain payable.

24.4 Information already shared. A Hire Pack that a Studio received before you deleted your account stays with that Studio, which must handle it under clause 13.

24.5 Records we keep. We keep billing and tax records for 7 years, and may keep records relating to a dispute, safety issue or legal claim for as long as reasonably needed. Backups are deleted on their normal cycle.

24.6 Preventing re-registration. If an account is banned, suspended, flagged for a document, or on a No-show hold when it is deleted, we keep a one-way scrambled (hashed) version of its mobile number, with no name attached, so the number cannot be used to re-register while the restriction would have applied.

24.7 Telling us why you're leaving. When you delete your account or cancel a trial, we may ask why. Answering is optional, and you can skip it.

Part G — Legal terms

25. Intellectual property and your content

25.1 Our property. The App, website, software, design, text, data compilations and the FitMatchr name and logo belong to FitMatchr or its licensors. FitMatchr is a registered trade mark in Australia (No. 2573499). We give you a personal, non-exclusive, non-transferable, revocable licence to use the App for its intended purpose while these Terms apply.

25.2 Your content. You keep ownership of the content you provide, such as your profile, photos, videos, Postings, messages and Reviews (**Your Content**). You give FitMatchr a non-exclusive, royalty-free licence, for as long as Your Content is on the Service, to host, store, copy, adapt for display and show Your Content to other users and (for public profile pages) the public, so we can operate, secure and improve the Service.

25.3 Marketing. We will not use your name, photo, video or Review in FitMatchr's advertising or social media without your separate consent.

25.4 Your permissions. You confirm that you have the right to give us this licence, including permission from anyone who appears in your photos or videos. To the extent the law allows, you consent to us using Your Content as permitted by this clause without breaching your moral rights.

25.5 Feedback. If you give us suggestions or feedback, we may use them without any obligation to you.

26. Privacy and communications

26.1 We handle personal information as set out in our Privacy Policy, including how we handle TFNs, how long we keep information, and our use of service providers, some of which may store information outside Australia.

26.2 Service messages. While you have an account, we will send you service messages (for example sign-in codes, booking confirmations, expiry reminders, dispute notices and billing notices) by SMS, push notification or email. You cannot opt out of these while you have an account.

26.3 Marketing messages. We send marketing messages, including news about offers from our Partners, only with your consent. You can give or withdraw consent at sign-up, in Edit profile, or when you claim a Perk. Every marketing message includes a way to unsubscribe. We do not give your details to Partners for their own marketing.

26.4 Partner perks. From time to time we may offer gifts, discounts or other benefits (**Perks**) from brands we work with (**Partners**). For each Perk:

- claiming it is optional, and it is not a condition of using the Service;
- the eligibility rules, limits (for example, the first set number of eligible users) and closing date are shown in the App when it is offered, and we decide eligibility and the order of claims using our records;
- you can claim it once per person, and it cannot be exchanged for cash or transferred;
- if it needs to be delivered, you agree, when you claim it, that we may share the details you give for delivery with the Partner or its delivery provider, as set out in our Privacy Policy;
- the Partner supplies the Perk, and we do not guarantee stock, sizing, quality or delivery times; and
- we may change or withdraw a Perk, or cancel a claim that breaches these Terms or the Perk's rules (for example a claim made using more than one account).

Nothing in this clause limits your rights under the Australian Consumer Law.

27. Your rights under the Australian Consumer Law

27.1 Nothing in these Terms excludes, restricts or changes any right or remedy, or any guarantee, warranty or other term, that the Australian Consumer Law (Schedule 2 to

the Competition and Consumer Act 2010 (Cth)) or any other law gives you and that cannot lawfully be excluded (**Non-excludable Rights**).

27.2 Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to cancel your service contract and to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

27.3 Where the law allows us to limit our liability for a failure to comply with a consumer guarantee (for services not of a kind ordinarily acquired for personal, domestic or household use), our liability is limited, at our option, to supplying the services again or paying the cost of having them supplied again.

28. Limits on our liability

28.1 Service provided as is. Subject to clause 27, we provide the Service “as is” and “as available”. We do not promise that it will be uninterrupted or error-free, or that the information, documents, availability, conduct or Reviews of any user are accurate or complete.

28.2 Between users. Subject to clause 27, FitMatchr is not responsible for the acts or omissions of any Studio or Instructor. This includes the quality or safety of work, pay, tax, superannuation, injury, or any claim arising from an engagement arranged using the Service.

28.3 Indirect loss. Subject to clause 27 and to the extent the law allows, FitMatchr is not liable for any indirect or consequential loss, or for loss of profit, revenue, opportunity, data or goodwill.

28.4 Cap. Subject to clauses 27 and 28.5 and to the extent the law allows, FitMatchr’s total liability to you for all claims relating to the Service or these Terms is limited to the greater of:

- the total fees you paid us in the 12 months before the event giving rise to the claim; and
- A\$100.

28.5 Exceptions. Clauses 28.3 and 28.4 do not limit FitMatchr's liability for death or personal injury caused by our negligence, our fraud or wilful misconduct, or our breach of our privacy obligations in respect of your personal information.

28.6 Reduction. Our liability is reduced to the extent that you or another user caused or contributed to the loss.

28.7 Third-party services. The Service relies on third-party providers (for example Stripe, Twilio and Supabase). Subject to clause 27, we are not responsible for failures of those providers that are outside our reasonable control.

29. Indemnity

29.1 Studios. A Studio indemnifies FitMatchr and its directors, officers and contractors against loss, liability, damages and reasonable costs (including reasonable legal costs) arising from:

- a claim by an Instructor or a regulator relating to the Studio's engagement of, payment of, or treatment of an Instructor (including classification, wages, superannuation, tax or workplace safety);
- the Studio's misuse of a Hire Pack or breach of clause 13; or
- the Studio's breach of law in connection with the Service.

29.2 Instructors. An Instructor indemnifies FitMatchr against loss, liability, damages and reasonable costs arising from a false, altered or someone else's document the Instructor uploaded, or the Instructor's fraud or wilful misconduct.

29.3 Each indemnity is reduced to the extent FitMatchr's own negligence, breach or wilful misconduct caused or contributed to the loss.

30. Changes to these Terms and the Service

30.1 We may change these Terms only where reasonably necessary to protect our legitimate interests, for example to reflect changes in the Service, the law, our costs or our business. We will give you at least 30 days' notice of any change that is material or adverse to you, by email and in the App, unless a shorter period is required by law or for safety.

30.2 If you do not agree with a change, you can close your account before it takes effect. If you are a Studio and you close your account because of a material adverse change, we will refund the unused part of any period you have paid for.

30.3 If you keep using the Service after a change takes effect, the changed Terms apply. Changes do not apply to disputes that arose before the change.

30.4 We may change or stop offering features of the Service. If we remove a feature you pay for, we will give you reasonable notice and, where appropriate, a pro-rata refund.

31. Complaints and dispute resolution

31.1 Complaints. If you have a complaint about FitMatchr, contact us first at contact@fitmatchr.com. We will acknowledge it within 2 business days and aim to resolve it within 30 days.

31.2 Mediation. If a dispute between you and FitMatchr is not resolved within 30 days, either party may refer it to mediation. The mediator will be agreed by the parties or, failing agreement within 10 business days, appointed by the Victorian Small Business Commission (for small businesses) or by the Resolution Institute. Each party pays its own costs and shares the mediator's fees equally.

31.3 Court. Nothing in this clause stops either party from seeking urgent relief from a court, or stops you from contacting a consumer protection regulator or other dispute scheme available to you.

32. General

32.1 Governing law. These Terms are governed by the law of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria and the courts that hear appeals from them.

32.2 Notices. We may give you notices in the App, by SMS, or by email to the contact details on your account, so please keep them current. You may give us notice by email to contact@fitmatchr.com or by post to 75–77 Parkers Road, Parkdale VIC 3195.

32.3 Relationship. These Terms do not create a partnership, agency, joint venture or employment relationship between you and FitMatchr.

32.4 Assignment. You may not transfer your rights under these Terms without our consent. We may transfer them to a buyer of all or part of our business if we give you notice and your rights are not adversely affected.

32.5 Events outside our control. We are not liable for delay or failure caused by events outside our reasonable control, such as outages of third-party providers,

network failures, natural disasters or government action.

32.6 Severance. If any part of these Terms is invalid or unenforceable, it is read down to the extent needed, or removed, and the rest of these Terms continue.

32.7 Waiver. A failure or delay in enforcing a right is not a waiver of it.

32.8 Entire agreement. These Terms are the whole agreement between you and FitMatchr about the Service.

32.9 Contact. FitMatchr Pty Ltd (ABN 51 689 689 647) · 75–77 Parkers Road, Parkdale VIC 3195 · contact@fitmatchr.com

Schedule — Definitions

Term	Meaning
Booking	A confirmed Cover Shift between a Studio and an Instructor.
Cover Shift	A one-off or short-term class or set of classes posted by a Studio to cover an absence.
Free Trial	The free period in clause 15.3.
Hire	A Studio's confirmation, through the Service, that it has engaged an Instructor for a Permanent Role.
Listing Fee	The fee in clause 15.2 for publishing a Permanent Listing (a Posting for a Permanent Role), currently A\$250 plus GST.
Hire Pack	The Instructor's documents and payment details described in clause 6.1.
Instructor	A person who holds an Instructor Account.
Location	A single studio premises listed under a Studio Account.
No-show	Has the meaning in clause 7.2.
Partner	A brand we work with to offer Perks, as described in clause 26.4.
Perk	A gift, discount or other benefit offered by a Partner through the Service under clause 26.4.
Permanent Role	An ongoing role (part-time, full-time, casual ongoing or a regular contract timetable) posted by a Studio.
Posting	A Cover Shift or Permanent Role posted on the Service.
Review	A rating or comment one user publishes about another under clause 20.
Service	Has the meaning in clause 1.1.
Studio	The business that holds a Studio Account, including its owner, managers and Site Accounts.
TFN	Tax File Number.

Headings and the plain-English summary are for convenience only and do not affect how these Terms are interpreted. "Including" and similar words do not limit what comes before them. Amounts are in Australian dollars.