

Platform Terms and Conditions

Hosts and Guests using MidiStays

Effective date: 01 May 2026

Version: 1.0

Website: www.midistays.com.au

Operator: MidiStays Pty Ltd — ACN: 697 659 457, ABN: 17 697 659 457

These Platform Terms and Conditions (Terms) apply when you register an account, list a property, or use MidiStays to find or book a property. They are made between you and MidiStays Pty Ltd (ACN: 697 659 457) (ABN: 17 697 659 457) ("MidiStays", "we", "us", "our").

MidiStays is an introduction service for mid-term rentals. We connect Hosts with potential guests. We are not a real estate agent, property manager, lessor or lessee. We are not a party to any agreement made between a Host and a guest. The Host and guest contract directly with each other.

1. Definitions

In these Terms:

- Account means a registered User Account on the Platform.
- ACL means the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)).
- Booking means a stay arranged between a Host and a guest after introduction through the Platform.
- Claim includes any claim or legal action and all costs and expenses incurred in connection with it.
- Membership Fee means the fee payable to MidiStays as set out in section 9.
- Force Majeure has the meaning specified in section 19.
- Guest means a User seeking accommodation through the Platform.
- Host means a User who lists a Property on the Platform.
- Listing means a Property advertisement created by a Host.
- Platform means the MidiStays website, related applications, services and any communication channels operated by MidiStays.
- Property means a residential premises offered for mid-term stay through the Platform.
- Stay Agreement means the agreement made directly between a Host and a guest for a booking.
- User, you and your refer to a Host, a guest, or any other registered User.

Interpretation

In these Terms:

- Headings are for convenience only. References to legislation include any amendment or replacement of it.
- The singular includes the plural and vice versa.
- "Includes" and similar expressions not words of limitation.
- Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- A provision within these Terms must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Terms or the inclusion of the provision in the Terms.

2. Acceptance and Account

2.1 Acceptance

By creating an Account or otherwise using the Platform you accept these Terms, the Privacy Policy and the Disclaimer. If you do not accept them, do not use the Platform.

2.2 Eligibility

You must be at least 18 years old, have legal capacity to enter into a binding agreement, and not be prevented by law from using the Platform. You must not have previously been suspended or removed by us.

2.3 Account registration

You must give true, current and complete information when you register, and keep your Account information up-to-date. You are responsible for keeping your login details secure and for all activity on your Account. You must let us know immediately if you suspect any unauthorised use of your Account.

2.4 Verification

We carry out limited verification of Users. This may include confirming your email address, checking an identity document, and using third-party services to validate the information you provide. Verification is not a guarantee of identity, character or conduct, and other Users must make their own enquiries before contracting.

3. Role of MidiStays

MidiStays operates the Platform as an introduction service. In particular:

- We list properties on behalf of Hosts and let Guests contact Hosts about those properties;
- We are not a party to the Stay Agreement between Host and Guest;
- We are not a real estate agent, letting agent or property manager and we do not provide property management, inspection, cleaning, key handling or related services;
- We do not own, control, offer or manage any property;
- We do not give legal, financial, taxation, insurance or real-estate advice;

- We do not collect rent on behalf of a Host. The Guest pays the Host directly under the Stay Agreement.

4. Hosts: Listings and obligations

4.1 Authority to list

You must only list a Property that you own, or that you have a clear legal right to let on the terms of your Listing. You are responsible for obtaining any consent required from co-owners, body corporate, mortgagees, head landlords, insurers or other parties.

4.2 Accuracy

Each Listing must be accurate, current and complete. Photographs must depict the Property as it actually is at the time of publication. You must not include false, misleading or deceptive information.

4.3 Compliance with law

You are solely responsible for complying with all laws that apply to letting your property, including (but not limited to):

- Local government planning, zoning and short-stay or mid-term rental rules (for example Brisbane City Council requirements);
- Building, fire safety and smoke-alarm requirements (including pool fencing and electrical/gas safety where relevant);
- Residential Tenancies and Rooming Accommodation Act 2008 (Qld) and any equivalent legislation in your jurisdiction, where it applies to your stay;
- Body corporate by-laws and strata rules;
- Anti-discrimination legislation;
- Tax obligations on income from the property.

4.4 Insurance

You must hold and maintain insurance appropriate to short to mid-term letting of the property, including building, contents (where applicable), public liability and any cover required by your mortgagee or body corporate. Standard home and contents or landlord policies often exclude short-stay or mid-term use; you must check your policy and obtain any additional cover required.

4.5 Property condition and safety

You must keep the Property in a clean, safe, working condition and ensure all required smoke alarms, fire safety equipment, locks and amenities are operational. You must promptly disclose to a Guest any known defect or hazard.

4.6 House rules

You may publish reasonable house rules in the Listing. Rules must comply with the law and must not discriminate against a Guest contrary to law.

4.7 Direct contact and dealings

After introduction, the Host and Guest may communicate and contract directly. You must still comply with these Terms in respect of conduct, the Membership Fee and any anti-circumvention obligations in section 10.

5. Guests: obligations

5.1 Conduct

You must treat the property, the Host, neighbours and the local community with respect and care. You must comply with the law, the Host's house rules, body corporate by-laws and any reasonable direction from the Host.

5.2 Number of occupants

Only the people identified to the Host in the booking enquiry may stay at the property. Sub-letting and unauthorised Guests are not permitted unless the Host agrees in writing.

5.3 Damage and loss

You are responsible for any damage to the property, contents, or common areas caused by you or anyone you allow on the property. You must report any damage to the Host promptly.

5.4 Accuracy of information

Information you provide to a Host (about you, the people staying, the purpose of the stay and the dates) must be true and complete.

6. The Stay Agreement

When a Host and a Guest agree on a stay, they enter into a Stay Agreement directly with each other. The terms of the Stay Agreement are a matter for the Host and the Guest.

We strongly recommend the Host and the Guest record their agreement in writing — for a stay that is a residential tenancy under State law, the Host should use the relevant official form (for example, the REIQ or QLD Residential Tenancies Authority Form 18a general tenancy agreement). The Host is responsible for selecting and using the right form.

MidiStays is not a party to the Stay Agreement and has no responsibility for its negotiation, performance, breach, variation, interpretation or termination.

7. Bond and security deposits

Any bond or security deposit is collected, held and dealt with by the Host (or by the Residential Tenancies Authority where the law requires it), not by MidiStays. We do not hold money on behalf of either party.

8. Payments between Host and Guest

Rent or stay fees are paid by the Guest to the Host directly. The amount, timing, refund rules, cancellation policy and method of payment are agreed between the Host and the Guest in the Stay Agreement.

MidiStays does not:

- Collect, hold or remit rent on behalf of any party;
- Process refunds, chargebacks or disputed payments;
- Guarantee that a Guest will pay or that a Host will refund.

9. Membership Fee

MidiStays charges a Membership Fee for introducing Hosts and Guests. The Membership Fee is separate from any rent or stay fee paid under the Stay Agreement.

9.1 Who pays the fee

The Membership Fee is payable by the User identified in the published fee schedule for the relevant service. The current fee schedule is available on the website. We may change the fee schedule by giving at least 14 days' notice on the website.

9.2 Invoicing and payment

We will issue a tax invoice for the Membership Fee. The fee is payable by the date set out on the invoice. We may charge interest on overdue amounts at the Reserve Bank of Australia cash rate plus 2% per annum, calculated daily.

9.3 GST

Unless stated otherwise, fees on the website are stated exclusive of GST. Where GST is payable on a supply, MidiStays will issue a tax invoice that complies with the GST law and the recipient must pay the GST in addition to the fee.

9.4 Refunds

Once an introduction has been made, the Membership Fee is not refundable, except where required by law (including the ACL).

10. Off-Platform dealings and anti-circumvention

If you were introduced to a counterparty through the Platform, you must not avoid or evade the Membership Fee by:

- Asking the other party to communicate or transact off-Platform before the introduction is complete;
- Concealing or misrepresenting the existence, dates or value of a stay arranged after introduction;

- Diverting bookings, rebookings or extensions of bookings made with a counterparty introduced through the Platform to another channel for the purpose of avoiding the Membership Fee.

If you breach this section, we may charge the Membership Fee that would have been payable, suspend or terminate your Account, and recover any costs of enforcement.

11. Reviews, communications and User content

If we make a review or messaging system available, you must use it in good faith. Reviews and messages must be honest, lawful and free of harassment, defamation, threats, discrimination, sexual content involving minors, or other unlawful content.

By posting content to the Platform, you grant MidiStays a non-exclusive, royalty-free, worldwide licence to use, reproduce, adapt and display that content for the purpose of operating, promoting and improving the Platform. You retain ownership of your content.

We may remove content that we reasonably believe breaches these Terms or the law, but we are not obliged to monitor or moderate User content.

12. Prohibited conduct

You must not, in connection with the Platform:

- Breach any law or regulation, or any third party's rights;
- Provide false, misleading or deceptive information;
- Use the Platform for any Property used or intended to be used for unlawful purposes;
- Discriminate against any User contrary to law;
- Harass, threaten, defame, or stalk any User;
- Use the Platform to send spam or unsolicited commercial communications;
- Scrape, harvest or systematically extract data from the Platform;
- Reverse-engineer, copy, modify or create derivative works of the Platform;
- Interfere with the security or integrity of the Platform;
- Upload or transmit viruses, malware or harmful code;
- Use the Platform to compete with MidiStays or to build a similar service.

13. Suspension and termination

13.1 By you

You may close your Account at any time through the Platform or by contacting us. Closure does not affect any obligations or fees that accrued before closure or any active Stay Agreement between you and another User.

13.2 By us

We may suspend or terminate your Account, remove a Listing, withhold an introduction or limit your access to the Platform at any time, with or without notice, if we reasonably believe that:

- You have breached these Terms or any law;
- Your conduct creates a risk of harm to other Users, third parties or MidiStays;
- Information you have provided is incorrect or no longer accurate;
- An identity, fraud or anti-money-laundering check has not been satisfactorily completed;
- Continuing to provide services to you would be commercially impractical or contrary to law.

13.3 Survival

Sections 9 (Membership Fee), 10 (Anti-circumvention), 14 (Liability), 15 (Indemnity), 17 (Privacy and confidentiality), 19 (Disputes and governing law) and any other provision that by its nature should survive termination, survive termination of these Terms.

14. Limitation of liability

14.1 Australian Consumer Law

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy you have under the ACL or any other law that cannot lawfully be excluded.

14.2 Limitation

To the maximum extent permitted by law, MidiStays' total aggregate liability to you in respect of any Claim arising out of or in connection with the Platform, an introduction, a Stay Agreement or these Terms (whether in contract, tort, statute or otherwise) is limited to the greater of (a) AUD 200, or (b) the total Membership Fees paid by you to MidiStays in the 12 months immediately before the event giving rise to the Claim.

14.3 Excluded loss

To the maximum extent permitted by law, MidiStays is not liable for indirect, special or consequential loss, loss of profits, loss of revenue, loss of goodwill, loss of data, or any loss arising from the act, default or insolvency of any Host, Guest or third party.

14.4 Re-supply

Where our liability for failure to comply with a consumer guarantee can be limited but not excluded, our liability is limited, at our option, to re-supplying the relevant service or paying the cost of having the service re-supplied.

15. Release

By using the Platform, you release MidiStays, its directors, officers, employees, contractors and agents from any Claim, loss, damage, cost, expense or damage that you may incur directly or indirectly as a result of using the Platform.

16. Indemnity

You indemnify MidiStays, its directors, officers, employees, contractors and agents against any loss, damage, cost, expense, Claim or proceeding (including reasonable legal costs) arising directly or indirectly from:

- Your breach of these Terms or of any law;
- Your conduct as a Host or Guest, including any breach of a Stay Agreement;
- The condition of, or any incident at, a Property you list, occupy or visit;
- Any Claim by a third party (including a co-owner, body corporate, mortgagee, neighbour, regulator or insurer) arising from your use of the Platform.

Your liability under this indemnity is reduced to the extent caused by our negligence or breach.

17. Insurance

Hosts must hold appropriate insurance as set out in section 4.4. Guests are responsible for obtaining their own travel and contents insurance if they want cover for their personal property and travel risks. MidiStays does not provide insurance.

18. Privacy and confidentiality

Our handling of personal information is described in the MidiStays Privacy Policy.

You must keep confidential the contact details and other personal information of Users you obtain through the Platform, and use them only for the purposes of the introduction and any resulting Stay Agreement.

19. Force Majeure

MidiStays is not liable for any failure or delay in performing its obligations to the extent caused by an event outside its reasonable control, including natural disaster, pandemic, industrial action, internet or utility outage, government order or act of war.

20. Disputes between Users

Disputes between a Host and a Guest about a Stay Agreement, the Property or the conduct of either party are between those parties. We are not obliged to participate in, mediate or resolve those disputes. We may, in our discretion, provide information to assist a dispute (for example, transcripts of Platform messages) where this is permitted by law and our Privacy Policy.

If you have a complaint about MidiStays or the Platform, please contact us through the website. We will acknowledge the complaint and aim to respond within 14 days. If a dispute between you and MidiStays cannot be resolved by good-faith discussion within 30 days, either party may commence legal proceedings.

21. Governing law and jurisdiction

These Terms are governed by the laws of Queensland, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Queensland and the courts of appeal from them.

22. Changes to these Terms

We may change these Terms from time to time. The current version is the version posted on the website. We will give you at least 14 days' notice of material changes by email or through the Platform. Continued use of the Platform after the change takes effect amounts to acceptance.

23. General

23.1 Notices

Notices to MidiStays must be sent through the contact form at the website. Notices to you may be sent to the email or postal address recorded against your Account.

23.2 Assignment

You may not assign your rights under these Terms without our prior written consent. We may assign or novate our rights and obligations under these Terms to a related body corporate, or to a purchaser of our business or substantially all of its assets, on notice to you.

23.3 No partnership

Nothing in these Terms creates a partnership, joint venture, employment, agency or fiduciary relationship between you and MidiStays.

23.4 Severance

If a provision of these Terms is unenforceable, that provision is severed and the remaining provisions continue in force.

23.5 Waiver

A waiver of any right under these Terms must be in writing. A failure or delay in exercising a right is not a waiver of that right.

23.6 Entire agreement

These Terms, the Privacy Policy and the Disclaimer constitute the entire agreement between you and MidiStays in relation to the Platform.

24. Contact

For questions about these Terms, contact us through the contact form at www.midistays.com.au.