

Website Terms of Use

MidiStays Pty Ltd

Effective date: 01 May 2026

Version: 1.0

Website: www.midistays.com.au

These Website Terms of Use govern your access to and use of www.midistays.com.au (the website). The website is operated by MidiStays Pty Ltd (ACN: 697 659 457) (ABN: 17 697 659 457) ("MidiStays", "we", "us", "our").

By accessing or using the website you agree to these Terms of Use, our Privacy Policy and our Disclaimer. The website includes a paid Membership Service that gives you access to host contact details — see section 4. Separate Platform Terms apply to hosts who list a property and to your conduct after you contact a host.

1. About these terms

These terms apply to all visitors to the website, including users who buy a Membership to access host contact details. If you list a property as a host, or otherwise use MidiStays in connection with a stay, the MidiStays Platform Terms and Conditions also apply and prevail to the extent of any inconsistency.

2. Eligibility

You must be at least 18 years old to use the website or buy a Membership. By using the website you represent that you are 18 or over and have the legal capacity to enter into a binding agreement.

3. Permitted use

You may use the website to:

- Browse information about MidiStays and our services;
- View property listings and other public content;
- Buy a Membership in order to access host contact details (see section 4);
- Contact us through the website's contact form;
- Use the website for any other purpose we expressly permit.

You must not use the website to:

- Breach any law or regulation, or any third party's rights (including intellectual property and privacy rights);

- Send spam, scrape data, harvest contact details, or use any automated tool to access the site without our written consent;
- Reverse-engineer, copy, modify or create derivative works of the website;
- Interfere with the security or integrity of the website, or attempt to gain unauthorised access to it or to any related system;
- Upload or transmit viruses, malware or any harmful code;
- Post or transmit content that is unlawful, harassing, defamatory, obscene, discriminatory, misleading, or otherwise objectionable;
- Use the website to compete with MidiStays or build a similar service.

4. Membership and host contact details

4.1 What the Membership gives you

MidiStays offers a paid Membership Service through the website. On payment of the Membership Fee, MidiStays will release to you the contact details of the host of the listing(s) covered by your Membership so you can contact the host directly about a possible mid-term stay.

4.2 Membership Fee

The current Membership Fee, and the listings or scope of access it covers, is published on the website. We may change the Membership Fee or what it covers at any time by updating the website. A change does not affect a Membership already paid for at the time of the change.

4.3 Payment by Stripe

Membership Fees are paid online through our payment processor, Stripe Payments Australia Pty Ltd (Stripe). By paying, you also agree to Stripe's terms of service and privacy policy. Stripe processes and stores your card or other payment method details. MidiStays does not see or store your full card number, CVV or other sensitive payment details.

4.4 Receipts and invoices

Stripe will issue you an electronic payment receipt to the email address you provide at checkout. MidiStays does not separately issue invoices for the Membership Fee in the ordinary course. If you require a tax invoice for GST or business purposes, please contact us through the website and we will provide one where required by law.

4.5 Release of contact details

Once Stripe confirms that your payment has been received and cleared, we will release the relevant host contact details to you through the website or by email. Release usually occurs immediately but may be delayed where a fraud, identity or anti-money-laundering check is required.

4.6 Use of host contact details

The contact details we release to you are the host's personal information. You must keep them confidential and use them only to contact the host about a possible mid-term stay at the listed property. Without limitation, you must not:

- Share, on-sell, publish or otherwise disclose the contact details to any other person;
- Use the contact details for marketing or any purpose unrelated to a possible mid-term stay;
- Use the contact details in breach of the Privacy Act 1988 (Cth), the Spam Act 2003 (Cth) or the Do Not Call Register Act 2006 (Cth).

4.7 What the Membership does not include

The Membership Fee is paid for access to host contact details only. It is not a fee for an introduction, booking, lease, stay or any other service. MidiStays does not guarantee that:

- A host will respond to you;
- A host will agree to a stay, or will offer you any particular terms or price;
- A property will be available for the dates or in the condition you want;
- Any information in a listing or contact record will remain accurate or current.

4.8 Refunds

Because host contact details are released to you immediately on payment, the Membership Fee is not refundable once contact details have been released. This does not limit any right or remedy you have under the Australian Consumer Law (for example, where we have failed a consumer guarantee or a listing was misleading or deceptive). If you believe a consumer guarantee has not been met, please contact us through the website so we can investigate.

4.9 Anti-circumvention

You must not use the Membership Service, or the contact details we provide, to avoid paying for further access that would otherwise be required under the published Membership Fee schedule. If you breach this clause we may suspend your access to the website, decline to release further contact details, and recover any fees that should have been paid.

5. Intellectual property

All content on the website (including text, graphics, logos, images, software, layout and design) is owned by MidiStays or its licensors and is protected by copyright and other intellectual property laws. We grant you a personal, revocable, non-exclusive, non-transferable licence to access and view the website for your own non-commercial use, subject to these terms.

You must not reproduce, republish, sell, distribute or otherwise commercially exploit any content from the website without our prior written consent, except as expressly permitted by law.

6. User submissions

If you submit content to the website (for example, an enquiry, a comment or a review), you represent that you own or have the necessary rights in that content, and that it does not breach the law or any third party's rights.

7. Linking

You may link to the website's home page provided you do so in a way that is fair, lawful and does not damage our reputation or take advantage of it. You must not frame the website or imply any form of association, endorsement or sponsorship without our prior written consent.

8. Disclaimer and limitation of liability

Your use of the website is also subject to our Disclaimer, which is incorporated by reference. To the maximum extent permitted by law, MidiStays' total liability to you in respect of any claim arising out of or in connection with the website (including the Membership Service) is limited to the greater of (a) AUD 100, or (b) the total Membership Fees you have paid to MidiStays in the 12 months immediately before the event giving rise to the claim.

Nothing in these terms excludes, restricts or modifies any consumer guarantee, right or remedy under the Australian Consumer Law or any other law that cannot lawfully be excluded.

9. Privacy

Our handling of personal information is described in the MidiStays Privacy Policy, available on the website.

10. Suspension and termination

We may suspend or terminate your access to the website (including your Membership) at any time, with or without notice, if we reasonably believe you have breached these terms or any law, or if we cease operating the website. Where we suspend or terminate a paid Membership for reasons not caused by your breach, we will refund the unused portion of the Membership Fee.

11. Changes to these terms

We may change these terms from time to time. The current version is the version posted on the website. Continued use of the website after a change takes effect amounts to acceptance of the change.

12. Governing law and jurisdiction

These terms are governed by the laws of Queensland, Australia. The courts of Queensland have non-exclusive jurisdiction in respect of any dispute under these terms.

13. General

If any provision of these terms is found to be unenforceable, the remaining provisions continue in force. Our failure to enforce any right is not a waiver of that right. These terms, together with the

Disclaimer and Privacy Policy, are the entire agreement between you and MidiStays in relation to the website.

14. Contact

Questions about these terms can be sent through the contact form at www.midistays.com.au.