

DI SABLE HELP PTY LTD

Terms and Conditions

Platform Access and Service Agreement

Effective Date: 1 July 2025 | Last Updated: April 2026

1. Introduction and Acceptance

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("User", "Client", "Support Worker") and Disable Help Pty Ltd (67 685 520 978) ("Disable Help", "we", "us", "our"), governing your access to and use of our website at disablehelp.com.au and our partner portal at app.disablehelp.com.au (collectively, the "Platform").

By registering an account, accessing the Platform, or using any of our services, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you must not use the Platform.

2. About Disable Help

Disable Help is an independent connection and matching service based in Perth, Western Australia. We facilitate connections between people with disability ("Clients") with independent support workers and NDIS providers across Australia.

Important: Disable Help is not a registered NDIS provider, NDIS plan manager, or NDIS support coordinator. We do not deliver disability support services directly. Our role is limited to facilitating introductions and connections between Clients and Support Workers or Providers. Our services are free of charge to Clients seeking support.

3. Eligibility and Account Registration

3.1 Eligibility

To use the Platform, you must:

- Be at least 18 years of age, or have the consent of a parent or legal guardian if under 18;
- Be an Australian resident or legally permitted to access services in Australia;
- Register as either a Client (seeking support services) or an Independent Support Worker and NDIS Provider (providing services); and
- Provide accurate, complete, and current information during registration.

3.2 Account Responsibilities

You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account. You must notify us immediately at info@disablehelp.com.au if you suspect any unauthorised access to your account.

You must not create more than one account, share your account with any other person, or use another person's account without their express permission.

4. Platform Services

4.1 Services Provided

Through the Platform, Disable Help provides the following services:

- **Support Worker Matching:** Connecting Clients with suitable independent support workers and NDIS Providers based on goals, routines, cultural needs, and communication preferences.
- **Provider Connections:** Assisting Clients in locating and connecting with independent support workers and NDIS providers.
- **Support Worker Changes:** Facilitating transitions between independent support workers or NDIS providers.
- **Multilingual and Cultural Support:** Where available, providing support that is sensitive to cultural background and language needs.
- **Partner Portal Access:** A secure dashboard for managing profiles, communications, and support arrangements.

4.2 Service Limitations

Disable Help does not guarantee the availability of any particular support worker or provider. Matches are facilitated based on information provided by users and are subject to the availability and agreement of the relevant support worker or provider.

Disable Help does not manage, supervise, or take responsibility for the quality, conduct, or performance of any support worker or provider introduced through the Platform.

5. User Obligations

5.1 All Users

All users of the Platform agree to:

- Provide accurate and truthful information at all times;
- Use the Platform only for lawful purposes and in accordance with these Terms;
- Treat all other users with dignity, respect, and courtesy;
- Not engage in any conduct that is discriminatory, harassing, abusive, threatening, or fraudulent;
- Not use the Platform to solicit business outside of the Platform's intended purpose;
- Comply with all applicable Australian laws and regulations, including the NDIS Act 2013 and the Privacy Act 1988.

5.2 NDIS Providers

NDIS Providers using the Platform additionally agree to:

- Hold all required qualifications, certifications, and clearances (including ABN, NDIS Audit Certification) relevant to their role;
- Maintain adequate professional indemnity and public liability insurance;
- Comply with the NDIS Code of Conduct;
- Promptly notify Disable Help if any certification, clearance, or qualification lapses or is revoked; and
- Deliver services in a safe, professional, and ethical manner.

5.2 Independent Support Workers

Independent Support Workers using the Platform additionally agree to:

- Hold all required qualifications, certifications, and clearances (including NDIS Worker Screening Check, WWCC) relevant to their role;
- Maintain adequate professional indemnity and public liability insurance;
- Comply with the NDIS Code of Conduct;
- Promptly notify Disable Help if any certification, clearance, or qualification lapses or is revoked; and
- Deliver services in a safe, professional, and ethical manner.

5.3 Clients

Clients using the Platform agree to:

- Provide accurate information regarding their support needs, NDIS plan details, and personal circumstances;
- Engage respectfully with matched support workers and providers; and
- Notify Disable Help of any concerns regarding a matched support worker or provider.

6. Prohibited Conduct

Users must not:

- Upload, transmit, or share any content that is unlawful, defamatory, fraudulent, harmful, or offensive;
- Impersonate any person or entity, or misrepresent your affiliation with any person or entity;
- Attempt to gain unauthorised access to any part of the Platform or another user's account;
- Use automated tools, bots, or scraping technology to access the Platform;
- Reverse engineer, decompile, or attempt to extract source code from the Platform;
- Use the Platform in any manner that could damage, disable, or impair its functionality; or
- Share personal information of other users without their explicit consent.

7. Payment, Subscription, and Conduct Policy

Subscription Fees

For all Clients, our services are **completely FREE** and all independent support workers and NDIS providers using the Disable Help platform are required to pay a **monthly subscription fee of \$100 AUD per client they have a service agreement with**. This subscription fee is **strictly non-refundable**, including in cases of non-use, partial use, cancellation, or account restriction.

Payment Terms

- Users are granted a **grace period of up to seven (7) days** from the subscription due date to complete payment without penalty.
- If payment is not received within this 7-day period, a **late fee of \$15.00 AUD** will be applied to the outstanding balance.
- If payment remains unpaid after the grace period and late fee application:
 - The user's account may be **restricted or suspended**, limiting access to platform features.
 - Disable Help Pty Ltd will **contact the user directly** to resolve the outstanding payment.

Disable Help Pty Ltd reserves the right to maintain restrictions until all outstanding fees are fully paid.

Account Restrictions

Failure to comply with payment obligations may result in:

- Temporary suspension of account access
- Restriction of worker/provider matching features
- Removal from active listings within the platform

Access will only be restored once all outstanding amounts have been settled.

Service Reliability and Conduct

Disable Help Pty Ltd aims to ensure reliable and respectful interactions between clients, support workers, and providers.

1. Client Cancellations

If a client is found to be **repeatedly or unreasonably cancelling bookings or engagements**, Disable Help Pty Ltd reserves the right to:

- Contact the client to discuss the situation
- Review their use of the platform
- Provide guidance or take further action if necessary

2. Provider / Support Worker Cancellations

Similarly, if a provider or independent support worker is found to be **frequently cancelling services or failing to meet commitments**, Disable Help Pty Ltd may:

- Contact the provider/worker to understand the reasons
- Monitor ongoing behaviour
- Apply restrictions or take appropriate action if required

Incident Policy

If a client or an independent support worker/Provider has submitted an Incident Form and not conducting or adhering to the NDIS Code of Conduct, Disable Help Pty Ltd will:

- Make sure a member of Incident and Safety Team will contact both the Client and Independent Support Worker/Provider and any others included in the issue within 24 hours via email or phone number
- Investigate the issue and ensure appropriate actions takes place such as a **criminal offence** (e.g. sexual assault), **report it to the police within 24 hours** and suspend their account as well as internal and external records being submitted **BlackList:**

Our Blacklist is where Clients/Independent Support Workers/Providers have been committing these violations, where they can no longer be allowed to create an account on the Platform:

- **Sexual Offences:** Convictions for sexual assault, child sex offences, or child exploitation material and in within the duration of the shift, engaging in sexual relationships with clients or workers, inappropriate touching, or exposing others to pornography.
- **Violent Crimes:** Murder, manslaughter, kidnapping, and armed robbery.
- **Child Protection Offences:** Involvement in terrorist acts or financing terrorist organisations
- **Drug Trafficking:** Manufacturing or supplying prohibited drugs
- **Revoked Screenings:** Having an NDIS Worker Screening or Working with Children Check revoked
- **Violent or Threatening Behaviour:** Threats to health and safety, including the use of restricted, unapproved interventions or physical restraints
- **Avoidance Conduct:** Taking arrangements off the platform to avoid service fees, or soliciting workers/clients for off-platform work.
- **Safety Breaches:** Ignoring dietary plans, stealing from a client, or being under the influence of drugs/alcohol while working.
- **Severe Breach of Contract:** Repeated failures to Platform's payment fee or adhere to the Platform's terms.
- **Misrepresentation:** Falsifying identification, qualifications, or experience.

Right to Enforce

Disable Help Pty Ltd reserves the right to:

- Enforce these policies at its discretion

- Take reasonable steps to maintain service quality, fairness, and reliability across the platform

8. Intellectual Property

All content, materials, trademarks, logos, and intellectual property on the Platform are owned by or licensed to Disable Help Pty Ltd. Nothing in these Terms grants you any right, title, or interest in our intellectual property.

You may not reproduce, distribute, modify, create derivative works from, or commercially exploit any content from the Platform without our prior written consent.

By submitting content to the Platform (including profile information, photos, or messages), you grant Disable Help a non-exclusive, royalty-free, worldwide licence to use, reproduce, and display that content for the purpose of operating and improving the Platform.

9. Disclaimer of Warranties

To the maximum extent permitted by Australian law, the Platform and all services are provided on an "as is" and "as available" basis without warranties of any kind, whether express or implied.

Disable Help does not warrant that:

- The Platform will be uninterrupted, error-free, or secure;
- Any support worker or provider introduced through the Platform is suitable for your specific needs;
- Information provided by support workers or providers is accurate or current; or
- Use of the Platform will result in a successful or ongoing support arrangement.

10. Limitation of Liability

To the maximum extent permitted by the Australian Consumer Law and other applicable legislation, Disable Help will not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of the Platform or any services facilitated through it.

Where liability cannot be excluded under applicable law, our total aggregate liability to you is limited to the amount you paid (if any) to access our services in the 12 months preceding the claim.

Disable Help is not liable for the actions, omissions, conduct, or services of any support worker or provider connected through the Platform. Any contractual arrangement for support services is solely between the Client and the Independent Support Worker or NDIS Provider.

11. Termination and Suspension

Disable Help reserves the right to suspend or terminate your access to the Platform at any time, with or without notice, if we reasonably believe you have breached these Terms, engaged in fraudulent or harmful conduct, or if we are required to do so by law.

You may terminate your account at any time by contacting us at info@disablehelp.com.au. Upon termination, your right to access the Platform will cease immediately, though provisions of these Terms that by their nature should survive termination will continue to apply.

11. Third-Party Links and Services

The Platform may contain links to third-party websites or services. These links are provided for convenience only. Disable Help does not endorse, control, or take responsibility for the content, privacy practices, or availability of any third-party website or service.

12. Governing Law and Dispute Resolution

These Terms are governed by the laws of Western Australia, Australia. Any dispute arising in connection with these Terms will be subject to the exclusive jurisdiction of the courts of Western Australia.

Before commencing legal proceedings, you agree to contact us at info@disablehelp.com.au to attempt to resolve the dispute informally. We will endeavour to respond and work toward a resolution within 14 business days.

13. Amendments to These Terms

Disable Help may update these Terms from time to time. We will notify registered users of material changes by email or by posting a notice on the Platform. Your continued use of the Platform after any changes constitutes your acceptance of the updated Terms.

We encourage you to review these Terms periodically to stay informed of your rights and obligations.

14. Contact Us

For any questions, concerns, or complaints regarding these Terms, please contact us:

Disable Help Pty Ltd

Email: info@disablehelp.com.au

Phone: 0403 352 897

Website: www.disablehelp.com.au

Perth, Western Australia, Australia
