

Migration Marketplace (Users/Employers) Platform-Specific Terms

Last updated: April 2026

1. Application of Terms

1.1 The following additional platform-specific terms apply when the Client is an individual user or an Employer that has purchased access to the Platform identified as Migration Marketplace.

1.2 These Platform-Specific Terms expressly incorporate the General Terms, available at <https://philled.com.au/terms>. In the event of any inconsistency between these Platform-Specific Terms and the General Terms, these Platform-Specific Terms will prevail.

1.3 To the extent that the Client is an Employer that has purchased access to the Platform on behalf of its personnel, Employer irrevocably and unconditionally guarantees the compliance of each user with the terms of this Agreement.

2. Definitions

2.1 In addition to the definitions in the General Terms, the following definitions apply to these Platform-Specific Terms:

Migration Specialist means any third-party migration specialists or lawyers specifically listed on the online directory of the Platform.

Objection Period is defined in clause 4.1(d).

Service Fees mean the fees payable by Client to Migration Specialist under the independent agreement between them.

3. Contacting Migration Specialists

3.1 Client acknowledges and agrees that all services and advice available on the Platform are provided by Migration Specialists who: (a) are Australian migration specialists with a migration agent registration number or lawyers with a legal practicing number; and (b) have referral relationships with Philled and pay Philled certain fees to be listed on the Platform.

3.2 Philled will take reasonable steps to ensure that Migration Specialists are registered to provide relevant migration advice or legal services. However, Client acknowledges and agrees that:

(a) Philled is not a migration agent or a lawyer, Philled does not provide any migration or legal services and Philled is not responsible for the conduct, advice or

any documentation or assistance received from Migration Specialists that are engaged by Client;

(b) any Content made available on the Platform must not be construed as migration or legal advice;

3.3 In Client's engagement with Migration Specialists, Client will be required to sign an agreement, costs agreement or other documentation with the Migration Specialist to receive migration or legal services. Philled is not and will not be a party to any agreement between Client and the Migration Specialist, and is not responsible for any resolving or managing any disputes arising between Client and Migration Specialist.

4. Fees

4.1 Philled is authorised and instructed by the Migration Specialist to collect Service Fees on its behalf. Accordingly:

(a) Philled will issue a tax invoice or sales order to the Client with Service Fees and any applicable value-added, goods and services tax, sales, use or other transaction based taxes clearly referenced. Service Fees may be collected in advance in the form of deposits, or after various milestones or services have been completed, as required by the Migration Specialist;

(b) the Client must pay Philled the Service Fees in full within the payment terms specified on the invoice, as required by the Migration Specialist in their sole discretion. Client will further be responsible for any additional credit card surcharges, currency conversion fees, or other transfer fees applicable;

(c) once the Client has paid the Service Fees, Philled shall notify the Migration Specialist. After the Migration Specialist has performed the services (in whole or in milestones, as agreed in the fee agreement between the Client and Migration Specialist), the Migration Specialist will notify Philled; and

(d) Philled will notify Client and shall pass the Service Fees to the Migration Specialist. Client will be given a period of 5 days to object to the transfer of Service Fees to the Migration Specialist.

4.2 The Client acknowledges and agrees that if the Client withholds payment of any Service Fees, the Migration Specialist may elect not to commence performance of any services.

4.3 Where GST, or an equivalent tax, is payable in respect of the Service Fees or any other payment under this Agreement, Client is solely responsible for all such taxes payable under this Agreement.

4.4 Unless otherwise stated, all amounts are quoted in Australian Dollars.

5. Payment Gateway

- 5.1 The Platform utilises AirWallex as the payment gateway to allow Client to obtain payment from End Clients (“Gateway”). If the Client utilises the Gateway, the following terms apply, and are flow-down provisions based on Philled’s obligations to AirWallex.
- 5.2 Client must comply with the Global Recipient agreement from AirWallex, made available at <https://www.airwallex.com/terms/recipient-agreement-global>.
- 5.3 For purposes of the Gateway, Client acknowledges that: (i) Philled does not provide any services related to migration advice to Client; and (ii) Philled acts solely as a fee collection agent and on behalf of Migration Specialists in executing payout instructions and transferring funds only.

6. Dispute Resolution

- 6.1 During the Objection Period, Clients may raise a payment dispute against Philled or otherwise make a complaint to Philled requesting a refund. In these circumstances, Philled’s sole role to manage such a complaint will be to review the original agreement entered between Client and Migration Specialist and request that the Migration Specialist provide evidence of service completion.
- 6.2 If Philled is satisfied that there is evidence of service completion, Philled will notify Client that services were completed properly.
- 6.3 Nothing in this clause 5 is intended to prevent either Client or Migration Specialists from escalating disputes against Migration Specialist and Client (respectively) with appropriate authorities or commencing legal proceedings.

7. Termination

- 7.1 Client accounts on this Platform may be terminated at any time by providing notice to Philled. Any termination will not extinguish any obligations to pay fees to Philled, which were accrued prior to the date of termination.
- 7.2 The following provisions will survive the termination or expiration of this Agreement: clauses 4 of these Platform-Specific Terms.