

Migration Marketplace (Migration Specialists) Platform-Specific Terms

Last updated: April 2026

1. Application of Terms

1.1 The following additional platform-specific terms apply when the Client is a Migration Specialist 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 Migration Specialist has purchased access to the Platform on behalf of its personnel, Migration Specialist 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:

Confirmation means confirmation from the Client that the relevant services have been provided or milestones have been met for the Service Fees to be paid.

Connection Fee means a percentage of any Service Fees charged by the Client to End Clients, or as otherwise agreed in writing between the parties in an Order Form or other document.

End Client means users or Employers on the Platform that contact a Migration Specialist for migration, visa or legal services.

Migration Specialist means the Client, to the extent that it is third-party migration specialist or lawyer specifically listed on the online directory of the Platform and includes its staff or personnel.

Objection Period is defined in clause 6.3.

Service Fees mean any and all fees payable by End Client to Client under the independent agreement between them, which shall exclude any disbursements and taxes that are charged to the End Client on a purely pass-through basis.

3. Contacting End Clients

3.1 Client acknowledges and agrees that:

(a) Philled does not confirm the identity of any End Clients that Client may provide services to. Accordingly, Client enters into an agreement with End Clients at its own risk;

(b) Philled is solely a technology provider and not a trust account service or client account service. Philled is not responsible for Client's compliance with any applicable codes of conduct and/or trust accounting obligations. Client must satisfy itself that the Platform is sufficient for its own compliance purposes;

(c) where Client uses Platform functionality to invite other individuals or legal entities to the Platform: (i) such new users will be required to create an account on the Platform and agree to Philled's online terms and conditions to access or use the Platform; (ii) Philled reserves its rights to suspend, terminate and/or cancel any new user accounts or access to the Platform in our sole discretion and enforce any terms applicable as necessary to protect Philled's rights; (iii) we may impose fees to such users or legal entities for use of the Platform's functionality; and (iv) Philled will communicate directly with such new users.

3.3 In Client's engagement with End Clients, Clients must sign an agreement, costs agreement or other documentation with the End Client to provide 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 management or resolution of disputes arising between Client and Migration Specialist.

4. Privacy and Candidate Information

4.1 Clients receiving Candidate Information must: (a) notify candidates on how their personal information is collected, used, transferred, disclosed and protected by Client; (b) collect all necessary consents from candidates in accordance with applicable law; (c) comply with all relevant and applicable international privacy laws, including but not limited to the Privacy Act 1988 (Cth) and the Australian Privacy Principles; (d) use Candidate Information only for genuine provision of migration law or professional advice relevant to the candidate; (e) take appropriate security and technical measures to protect Candidate Information; and (f) not disclose Candidate Information to any third party without express prior consent from the candidate.

4.2 Client must only collect and use Candidate Information that is reasonably necessary for the purpose providing migration or legal services. Client must not collect sensitive information (as that term is defined under applicable privacy laws) unless: (a) the candidate has given explicit consent; and (b) the collection is reasonably necessary for the Client's functions or activities.

4.3 Clients must take reasonable steps to protect Candidate Information from misuse, interference, loss, and unauthorised access, modification, or disclosure. Reasonable steps may include, but are not limited to: (a) implementing appropriate access controls; (b) using encryption; (c) regularly backing up data; and (d) training staff on privacy and data protection practices.

4.4 Client must not keep Candidate Information for longer than is necessary for the purposes for which it was collected. Once Candidate Information is no longer needed, Client must take reasonable steps to: (a) destroy the information; or (b) ensure that the information is de-identified.

4.5 Where a candidate requests access to their personal information, the relevant party shall provide such access unless an exception under applicable law applies. If a candidate requests correction of their personal information, the relevant party must: (a) take reasonable steps to correct the information; or (b) if the relevant party refuses to correct the information, provide reasons for the refusal and the complaint mechanisms available to the candidate.

4.6 Before disclosing Candidate Information to an overseas recipient, Client must take all steps necessary to comply with applicable privacy laws (including documenting any necessary transfer mechanisms) and to ensure that the overseas recipient does not breach the relevant and applicable standards of privacy laws that apply to that candidate.

4.7 In the event of a data breach involving Candidate Information, each party must: (i) take immediate steps to contain the breach and mitigate any potential harm; (ii) assess whether the breach is likely to result in serious harm to any individuals; and (iii) promptly notify the other party in writing of the incident and provide any relevant details.

5. Warranties

5.1 Client warrants to Philled that it:

(a) is a duly registered Australian migration specialist or lawyer with a migration agent registration number or legal practicing number;

(b) have the necessary experience, skill, competence and ability to provide professional migration and legal services;

(c) will act with all due care and skill;

(d) have obtained any compulsory insurances that are required by local regulatory authorities or professional bodies;

(e) will provide professional services to End Clients that are fit for their intended purpose and will not infringe the intellectual property rights or other third party rights of a person;

(f) will comply with all applicable laws in the provision of professional services to End Clients, including any privacy or data protection laws, codes of conduct or other ethical guidelines; and

(g) have all the necessary rights, powers and authority to carry out obligations under this Agreement.

5.2 Client must, at all times and at its own cost, obtain and maintain any and all licenses, certification, authorisations, consents, approvals, permits and insurances that are required by applicable law for Client to provide the services to End Clients that are contemplated by this Agreement and notify Philled immediately in writing where there are any changes.

6. Fees

6.1. Philled will charge the following fees for the use of the Platform:

(a) a flat fee as indicated on the Platform monthly in advance; and

(b) the Connection Fee;

using one of the payment methods supported by Philled. Any credit card information provided by the Client must be correct and kept up to date.

6.2. Client acknowledges and agrees that it has authorised and instructed Philled to collect Service Fees from End Clients for any services provided by the Client and remit those payments to the Client, subject to the terms of this Agreement.

6.3. Client may nominate for Service Fees to be collected in advance of any services provided, in which case, Philled shall collect and hold the Service Fees. Upon the Client's confirmation of performance of services (in whole or in milestones, as agreed in the fee agreement between the Client and End Client), Philled notify the End Client and give them a period of 5 days to object to the transfer of Service Fees to Client ("Objection Period"). Philled shall pass the Service Fees to Client, minus the Connection Fee.

6.4. If Client elects not to collect Service Fees in advance, then Philled shall only collect the Service Fees upon confirmation of performance of services and pass through the Service Fees, minus the Connection Fee, once payment has been received from the End Client.

6.5. Philled reserves the right to obtain a credit, or similar, check before conducting or continuing to conduct business with Client. If so, Client must either comply with Philled's reasonable requirements or immediately stop using the Platform.

6.6 The Fees are subject to change with 30 days' written notice. Any such changes will apply on a prospective basis only. To the extent the Client has purchased a fixed term subscription, any increase in fees will apply after the expiry of the fixed term only.

6.7 Where GST, or a similar or equivalent sales or value added tax, is payable in respect of the Service Fees or any other payment under these terms, Client is solely responsible for including such tax details in its Service Fees on any applicable all such taxes payable under this Agreement.

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

6.9 Philled may also charge interest on late payments at the applicable cash rate specified by the Reserve Bank of Australia plus 2%, and any costs incurred in collecting payment from Client.

7. Payment Disputes

7.1 During the Objection Period, End 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 End Client and request that Client provide evidence of service completion.

7.2 If Philled is satisfied that there is evidence of service completion, Philled will notify the End Client that payment was properly made.

7.3 If End Client successfully conducts a chargeback against Philled for any Service Fee amounts paid by End Client, Philled may deduct or set-off such amounts from future Service Fees that Philled owes to Client or from any monies found in the Client's ledger account held with Philled. If no such amounts exist, Client must provide a refund of the relevant Service Fees previously paid by Philled.

7.4 Nothing in this clause 7 is intended to prevent either Client or End Client from escalating disputes between End Client and Client (respectively) with appropriate authorities or commencing legal proceedings.

8. Indemnity

Client agrees to indemnify, defend and hold Philled and its affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from and against any claim or demand, including reasonable legal fees: (a) made by any third party (including in respect of any user dispute) due to, or arising out of or in connection with, any of your User Content, or your violation of any law or the rights of a third-party, including privacy and intellectual property rights; (b) for any breach of intellectual property rights of Philled or its third party licensors; and (c) made by any End Client due to, or arising out of or in connection with the services provided by Client to End Client.

9. Term and Termination

9.1 **Term of the Agreement:** If you have selected a:

(a) month-to-month subscription, this Agreement commences on the date the Client signs up and continues for successive monthly periods until terminated in accordance with this Agreement; or

(b) fixed-term subscription (as specified at the time of sign up and selection), this Agreement commences on the date the Client signs up and continues for the initial fixed term specified (e.g., 6 months), and thereafter for successive periods of the same duration until terminated in accordance with this Agreement.

9.2 Fee Increases. Any fee increases that occur within a fixed term subscription shall only apply after the end of the then current fixed term period.

9.3 Automatic Renewal. Philled will provide 60 days' and 30 days' written notice prior to the end of each then-current term. If the Client does not provide written notice of cancellation or termination, this Agreement will automatically renew at the end of the then-current term for successive periods matching the original plan selection.

9.4 Termination by Employers: (a) Month-to-Month Subscriptions: Clients may terminate month-to-month subscriptions at any time by providing written notice to Philled. Termination will be effective at the end of the current paid month.

(b) Fixed-Term Subscriptions: Clients may terminate fixed-term subscriptions at any time by providing written notice to Philled. Termination will be effective at the end of the current fixed term period. No refunds will be provided for early termination of fixed-term subscriptions.

(c) On-Demand Packages: On-demand packages cannot be terminated once purchased. Unused credits or services within on-demand packages will expire as per the terms specified at the time of purchase.

(d) The following provisions will survive the termination or expiration of this Agreement: clauses 4-8 of these Platform-Specific Terms.

10. Platform Features

10.1 Payment Gateway

(a) 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.

(b) Client must comply with the Global Recipient agreement from AirWallex, made available at <https://www.airwallex.com/terms/recipient-agreement-global>.

(c) For purposes of the Gateway, Client acknowledges that: (i) Philled does not provide any services related to migration advice to the End Client; and (ii) Philled acts solely as an agent and on behalf of the Client in executing payout instructions and transferring funds only.

(d) Client agrees that it will provide information to Philled on an ongoing basis, as reasonably requested by Philled, to comply with Philled's obligations to third parties.

(e) Client agrees to defend, indemnify and hold harmless Philled against all losses, damages, costs (including reasonable legal fees) and expenses (“Losses”) arising out of or related to the Client’s use of the Gateway, including any transactions processed through the Gateway, except to the extent that the Losses arise from Philled’s breach of the terms of the Agreement.