

Schrole Cover.

Terms and Conditions for Users.

BACKGROUND

- A. The Company is the owner of the Website and mobile Applications (Schrole Cover) from which it provides Services for the placement of Cover as a result of a Vacancy posting.
- B. The User wishes to register with the Company as a user of the Services provided by the Company.
- C. The User agrees that his/her registration and use will be subject to these Terms.

DEFINITIONS

“Access Fee” means a fee charged by the company for additional services;

“Application Form” refers to the initial form completed by the User containing all requested contact information and requested details including, but not limited to, qualifications, skills, work history, and certification;

“User” refers to the person identified in the Application Form wishing to register with the Company as an eligible user of services;

“Company” means SCHROLE PTY LTD ACN 164 785 488;

“Cover” refers to all forms of relief and substitute or short term and casual placement of an employee or contractor to the Organisation;

“Data” means the information contained in the User’s Application Form and any further information provided, by the User either in writing, verbally or via the use of the Website and mobile application in any form;

“Eligible User” means a User who registers with the Company and is of good standing and character as determined by the Organisation offering the Position;

“Force Majeure” means an event or cause beyond the reasonable control of the party claiming force majeure. It includes each of the following, to the extent it is beyond the reasonable control of that party:

- a) act of God, lightning, storm, flood, fire, earthquake or explosion cyclone, tidal wave, landslide, adverse weather conditions;

- b) act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic;
- c) the effect of any change in applicable laws, orders, rules or regulations of any government or other competent authority; and
- d) embargo, inability to obtain necessary materials, equipment or facilities, or power or water shortage.

“**GST**” has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 (C’th). Any amount required to be paid in accordance with these Terms is exclusive of GST. GST will be payable in addition to such amount, but will only be payable if the Company provides the Services in Australia;

“**Penalty Payment**” means an amount set by the company for Termination of Offer following Acceptance by User (section 7);

“**Position**” means the role(s) or position(s) offered by the Organisation for which applications are sought from potential Eligible Users;

“**Privacy Act**” means the Privacy Act 1989 (Cth);

“**Privacy Policy**” means the privacy policy of the Company which may be accessed through the Website as amended from time to time;

“**Services**” refers to the range of current and future actions which can be taken by the Organisation as a result of engaging with the Company and utilising the available products.

“**Organisation**” means the responsible legal entity seeking to utilise the Services of the Company to engage with a User;

“**Position**” refers to the employment category applied and used by the Organisation to describe the work of employees, contractors, and Cover.

“**Terms**” refers to these terms and conditions as supplemented, amended or varied from time to time;

“**AUD**” is a reference to dollars in the currency of the Commonwealth of Australia; and

“**Website**” means www.schrolecover.com;

THE PARTIES AGREE AS FOLLOWS:

1. Eligible User

1.1 The User acknowledges and agrees that the User's ability to register with the Company and accept an offer from an Organisation will be subject to the User being an Eligible User.

2. User's Warranties and Acknowledgements

2.1 The User warrants that:

- a) the Data provided by the User in the Application Form and all Data provided to the Company are true and correct;
- b) the User's qualifications and certificates are bona fide and details of such are current; and
- c) the User has a bona fide intention to be engaged by the Organisation.

2.2 The User acknowledges and agrees that:

- a) there is no guarantee that the User will be successfully engaged by the Organisation;
- b) the Website and mobile application is provided by the Company from which Organisations can ascertain Data pertaining to the User, to allow the Organisation to undertake processes of placing Cover for a Position with the Organisation;
- d) the User is responsible for undertaking due diligence in relation to the Organisation and Position in considering whether the User should accept the Position; and
- e) the Company does not warrant the suitability of the Organisation for the User;

3. Use of Data and Privacy

3.1 The User acknowledges and agrees that by registering with the Company as an Eligible User, the User will be providing the Company with access to Data about the User which is confidential in nature, including authorising the Company or the Organisation to use the Data or to investigate the authenticity of the Data provided;

3.2 Whilst the Company warrants that it will treat all Data disclosed by the User as confidential in accordance with its Privacy Policy in compliance with the Privacy Act it cannot warrant that the Organisation will handle the Data in respect of the Company's Privacy Policy, as it is the Organisation's responsibility to meet the obligations of the Privacy Act by implementing its own Privacy Policy;

3.3 The Company warrants that it will only use the Data provided by the User for purposes and authorised Services provided by the Company.

3.4 The User agrees to allow access to all information provided through the registration process and any subsequent provision of personal data to the database

to the company and agrees that this information may be used to further and promote the purposes and business of the Company.

3.5 The Company warrants that it will not provide any unsolicited or unauthorised advertising, promotional materials or any other form of solicitation where the User has elected to opt out of such communication.

3.6 The Company adopts the opt-out standards issued by the National Advertising Initiative in respect of Internet Based Advertising.

4. Access Fee, Access and Profile on Website and mobile applications

4.1 Subject to the Company's decision to determine otherwise in accordance with these Terms, from registration the User will be entitled to use the Website and mobile application during the period as set by the Company.

4.2 By accepting these Terms, the User agrees that the Company will make all reasonable efforts to provide access to the Website and mobile applications. However the Company accepts no responsibility if there isn't ongoing, uninterrupted or fault-free access to the Website and mobile application for any reason whatsoever.

4.3 The User will create a profile on the Website and mobile application and update the User's details and availability as and when required to maintain currency and accuracy.

4.4 There will be no charge for the User to apply directly to or be provided with a profile for an employing Organisation. If the User wishes to access additional Services the User may be required to pay to the Company the Access Fee. The Access Fee may be varied from time to time.

4.5 The User agrees it shall not engage in any conduct that is unlawful, immoral, threatening, abusive in any way or deemed unreasonable by the Company in its discretion and it shall not bring the Company into disrepute by way of the User's use of the Website or mobile application or through any other association with the Company. If the User is found to be engaging in such conduct or brings the Company into disrepute, the Company will immediately deregister the User and access to the Website and mobile application will be permanently denied.

4.6 The Company may contact the User by digital means with respect to the User's use or access of the Website and mobile application. The User acknowledges that if the User does not respond to the Company's attempts to contact the User and/or requests to keep the User's contact information current, the Company may deregister the User from the Website and mobile application.

5. Login and Password

5.1 Upon successful registration with the Company the User will be provided with a login and password personal to the User. The User agrees that any login or password details are confidential in nature and should not be provided to any other party.

5.2 The Company may revoke the User's access to the Website and mobile application at any time if the User is discovered to have been misusing access and/or access is denied to the User in accordance with clause 6.

6. Offer and Engagement of User by Organisation

6.1 The User agrees that if the User is engaged by an Organisation via the Company's Website and mobile application, acceptance of an offer by the User will be binding.

6.2 The Company is not responsible for events or circumstances which occur once the User accepts an offer with the Organisation or during the course of the User's engagement with the Organisation.

7. Termination of Offer following Acceptance by User

7.1 The User agrees that if the User accepts an offer made by an Organisation, but at any time following acceptance of the offer informs the Company or the Organisation that the User no longer wishes to continue with the offer, the Company may revoke the User's access to the Website and mobile application in accordance with clause 6.

7.2 The Company will have absolute discretion in deciding whether to

- a) remove the User from the database on the Website and mobile application; and/or
- b) notify any Organisation associated with the Company that the User has withdrawn the User's acceptance or terminated the User's contract with an Organisation.

7.3 The User further agrees that it will indemnify the Company for all legal costs (on a full indemnity basis), charges, duties and other expenses incurred by the Company as a result of the User failing to perform the obligations contained herein, including any consequent removal of the User's access to Services;

8. Actions of User following Acceptance of Offer

8.1 If the User accepts a Position with an Organisation, the User acknowledges that the User will no longer be considered an Eligible User for other Organisations for the period of the Position.

9. False Data provided by the User

9.1 If the User is found to have provided false Data at any time:

- a) the User will be in breach of these Terms and will be required to reimburse the Company and the Organisation (if applicable) for all fees, allowances, transportation costs and/or other costs incurred;
- b) the User's access to the Website and mobile application will be revoked permanently; and
- c) the Company may inform Organisations and any other persons or bodies who will likely use the User's Data of the provision of false Data.

10. Force Majeure

10.1 If a party is prevented in whole or in part from carrying out its obligations under these Terms as a result of Force Majeure, it will promptly notify the other party accordingly. The notice must:

- a) specify the obligations and the extent to which it cannot perform those obligations;
- b) fully describe the event of Force Majeure;
- c) estimate the time during which the Force Majeure will continue; and
- d) specify the measures proposed to be adopted to remedy or abate the Force Majeure.

10.2 Following a notice of Force Majeure in accordance with clause 10.1 and while the Force Majeure continues, the obligations which cannot be performed because of the Force Majeure will be suspended, other than obligations to pay money that is due and payable.

10.3 The party that is prevented from carrying out its obligations under these Terms as a result of Force Majeure must remedy the Force Majeure to the extent reasonably practicable and resume performance of its obligations as soon as reasonably possible.

10.4 The party that is prevented from carrying out its obligations under these Terms as a result of Force Majeure must take all action reasonably practicable to mitigate any loss suffered by the other party as a result of the party's failure to carry out its obligations under these Terms.

10.5 The period of time of these Terms will not be extended by the period of Force Majeure.

11. No Warranties

11.1 Notwithstanding anything contained herein the User acknowledges that no representation, warranty or condition, express or implied, is given by the Company

about the Services provided by the Company and that the Services provided by the Company comply with the rules, regulations, laws and legislation of the place where the Services are being provided and the Company will not be liable under any circumstance for any claims, losses or damages of any kind whatsoever (including but not limited to any indirect, special or consequential damage or injury to any person, corporation or other entity) by reason of or arising out of the services not complying with such rules, regulations, laws and legislation, or the Organisation not being suitable for the User or if the Organisation reneges on an offer to the User or by reason of or arising out of any inaccuracy, error or omission in the information provided by or to the Company.

11.2 Where the Australian Consumer Law and other laws imply conditions or warranties in certain contracts and also give parties to those contracts certain other rights against suppliers of goods and services, to the extent that it is not lawful or possible to exclude them, then such conditions, warranties or other rights shall (but only to the extent required by law) apply to these terms and conditions and all other conditions, warranties or rights which might but for this provision be implied are hereby expressly excluded. Where the law implies any term or warranty into these terms and conditions which cannot be excluded, then the liability of the Company for any breach of such term will be limited in the manner permitted under section 64A of the Australian Consumer Law to either supply of the services again or payment of the cost of having the services supplied again (as the Company may determine).

11.3 The Company cannot and does not guarantee or warrant that files available for downloading through the website or mobile application or delivered via electronic mail through the website or mobile application, or features and products available through the website or mobile application, will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. The User is responsible for implementing sufficient procedures and checkpoints to satisfy all requirements for accuracy of data input and output, and for maintaining a means external to the website or mobile application for the reconstruction of any lost data.

12. Payment, Delivery, Refunds for Users

12.1 The Company shall offer online Credit Card payment for Users who access additional Services and are required to make payment for such Services. This payment shall be in AUD and GST applies to Australian residents.

12.2 The Company shall provide a secure payment gateway to make such purchases and payments with a credit card. Financial details shall be passed through a secure server using the 128-bit SSL (security sockets layer) encryption technology, or the current industry standard at the discretion of the Company.

12.3 Refunds for any payment accepted by the Company are not required by law if the User has a change of mind. The User is entitled to a refund if a product

- a) has a major problem that would have stopped someone from buying the item if they had known about it,
- b) is unsafe,
- c) is significantly different from the sample or description,
- d) doesn't do what was advertised, or what was not what asked for, and
- e) can't be easily fixed leading to non-resolution of concerns within a reasonable time.

13. Copyright Retained

13.1 The Company shall retain copyright in the Data prepared or used by the School in relation to the Services and all information on the website. The Company also reserves all present and future moral rights in all Intellectual Property in the Data, the information on the website and in any Services provided or to be provided by the Company.

13.2 The Data and information on the Website must not be given, reproduced or disseminated, to any person, public authority, institution or organisation without the express permission of a duly authorised representative of the Company.

13.3 The School or any of its agents, associates, officers or employees shall not reverse engineer, reverse compile or disassemble the object code for the Website, or otherwise use the Website for any purpose other than for recruitment and selection purposes as intended as per these Terms.

14. General

14.1 No amendment or variation of these Terms is valid and binding on the Company unless it is in writing and signed by an authorised officer of the Company.

14.2 The User may not assign these Terms or any of its rights and obligations in whole or in part in these Terms, whether by actual assignment or by operation of law or by providing any information on the Website and mobile application to any third party.

14.3 A provision of these Terms may not be waived except in writing and signed by an authorised officer of the Company. No waiver or breach of any provision of these Terms shall constitute a waiver or breach of any other provision.

14.4 The relationship between the Company and the User shall be governed and construed in accordance with the laws of Western Australia, Australia and the parties shall submit to that jurisdiction.

14.5 If any part of these Terms become void or unenforceable then that part shall be severed to the intent that all parts that are not void or unenforceable shall remain in



full force and effect. None of these Terms will merge in or upon the execution of this or any other agreement, document, act, matter or thing and will continue to remain in full force and effect for so long as is necessary to give effect to these Terms.