

Agreement

Terms & Conditions

Humanz operates an online platform allowing Entities to connect with and manage Team Members. It also enables Entities to make their Team Members available as Candidates for booking by other Entities (Clients) using the External Booking Tool.

The Humanz terms and conditions outline Humanz, and all Account holders, obligations and responsibilities when using the Humanz Platform. Please read these terms carefully prior to using the Humanz Platform.

Humanz provides a technology platform only. Any commercial arrangement between a Client and a Candidate, including rates of pay, payment terms, and contractual obligations, is a matter solely for those parties. All defined terms in this Agreement have the meaning given to them in the Glossary.

Please contact us if you have any questions. Thanks for using the Humanz Platform.

1. OBJECTIVES OF HUMANZ SERVICES

1.1 Humanz provides the Humanz Platform to enable:

- (a) Entities to connect with and manage Team Members; and
- (b) Clients to search for available Candidates and Entities to make their Team Members available for inter-company bookings (Candidates).

1.2 Team Members and Entities shall Register an Account with Humanz prior to using the Humanz Platform.

1.3 Where an Entity has enabled the booking tool and chosen to make a Team Member available as a Candidate, that Candidate's availability and limited profile information (including trade, location, percentage availability, and percentage mobilisation compliance) will be made visible to Clients on the Humanz Platform. An Entity retains full control over whether the booking tool is activated, which Team Members are made available as Candidates, and when they are available. No Candidate information will be made publicly visible without the Entity's explicit activation of this feature. Once activated non-identifying information may be made available to all internet users who are not Registered on the Humanz Platform.

1.4 A Client that has activated the External Booking Tool may search for available Candidates. Search results display only non-identifying information, including the Candidate's trade, location, percentage availability for the requested dates, and percentage mobilisation compliance. No identifying information is visible to the Client at this stage.

1.5 The Client may submit a Request to a Candidate's Entity, specifying conditions including but not limited to, location, travel and accommodation, induction requirements, and a Request Deadline. Upon submission of the Request, the Booking Fee is held by Humanz pending the outcome.

1.6 The Candidate's Entity may accept or reject the Request prior to the Request Deadline. If the Entity accepts the Request, the Booking Fee is charged to the Client, the Candidate's full identifying information is revealed to the Client, and the Candidate is added to the Client's scheduler. If the Entity rejects the Request, or the Request Deadline passes without a response, the Request lapses and the Booking Fee hold is released with no charge made.

1.7 Upon acceptance by the Candidate's Entity, the Client receives access to the Candidate's profile. The following identifying, private and sensitive information about the Candidate is exposed to the Client, but not limited to: name, contact details, date of birth, address, gender, if Aboriginal or Torres Strait Islander, resume, emergency contact details, clothing sizes, trade and qualification certificates, bank details, induction history, work history including previous Client feedback, and medical information including drug and alcohol test results.

1.8 A Client may withdraw a Request at any time prior to the Candidate's Entity accepting it, in which case the Booking Fee hold is released and no charge is made. Humanz reserves the right to cancel any Request prior to acceptance.

1.9 If the Candidate's Entity accepts the Request on the Humanz Platform, the booking is confirmed, the Candidate is added to the Client's scheduler, and confirmation is sent to both parties. Humanz does not create, govern, or form part of any commercial arrangement between the Client and Candidate.

1.10 Once a booking is confirmed, it may be cancelled by either party via the Humanz Platform. If the Client cancels, the Booking Fee is non-refundable. If the Candidate or their Entity cancels, Humanz will refund the Booking Fee to the Client. Upon cancellation, both parties will be encouraged to provide feedback by rating each other.

1.11 Timesheets may be submitted by the Candidate to the Client on the Humanz Platform at a frequency agreed between the parties. The Client shall accept or reject the Timesheets.

1.12 The engagement shall be deemed complete when the last date of the Request period passes.

1.13 After the engagement is complete, the Client and Candidate are requested to provide feedback by rating each other.

1.14 Humanz acts solely as a technology platform providing search, scheduling, timesheeting, and related digital services. All commercial arrangements between the Client and Candidate, including rates of pay, payment terms, invoicing, expenses, and any contractual obligations, are determined solely by those parties and are outside the scope of the Humanz Platform. Humanz is not a party to, and accepts no liability in connection with, any commercial arrangement between a Client and a Candidate.

2. HUMANZ'S ROLE AND OBLIGATIONS

2.1 Humanz provides the Humanz Platform only, enabling:

- (a) Entities to connect with and manage their Team Members; and
- (b) Entities to make their Team Members available as Candidates on the Humanz Platform for booking by other Entities.

2.2 In its absolute discretion, Humanz may refuse to allow any party to Register an Account with Humanz or cancel or suspend or modify any existing Account including if Humanz reasonably forms the view that an Account holder's conduct (including a breach of this Agreement) is detrimental to the operation of the Humanz Platform.

2.3 Humanz accepts no liability for any aspect of the Client and Candidate interaction, including but not limited to the description, performance or delivery of Services.

2.4 Humanz does not warrant and has no responsibility as to the truth or accuracy regarding any information provided by Clients or Candidates, including but not limited to, travel requirements, accommodation, Service expectations, experience and qualifications, training, the ability to perform Services required, the quality of Services and the Clients ability to pay for those Services.

2.5 Except for liability in relation to any condition which cannot by law be excluded, the Humanz Service is provided on an "as is" basis, and without any warranty or condition, express or implied. To the extent permitted by law, Humanz and our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

2.6 Humanz has no obligation to any Account holder to assist or involve itself in any dispute between them, although may do so to improve their experience.

3. ACCOUNT HOLDER OBLIGATIONS

3.1 Clients must be Registered as an Entity.

3.2 Candidates must be associated with only one Registered Entity.

3.3 Only individuals over 18 years of age are permitted to Register on the Humanz Platform.

3.4 Account holders will at all times:

- (a) comply with this Agreement and all applicable laws and regulations;
- (b) only post and communicate accurate information on the Humanz Platform; and
- (c) ensure that they are aware of any laws that apply to them as a Candidate or Client, or in relation to using the Humanz Platform.

3.5 Account holders agree that any content they did not enter (whether provided by Humanz, a fellow Candidate or Client, or a third party) on the Humanz Platform may not be used on third party sites or for other business purposes without Humanz's written permission.

3.6 Account holders must not use the Humanz Platform for any illegal or immoral purpose.

3.7 Account holders must maintain control of their Humanz Account at all times. This includes not allowing others to use their Account, or by transferring or selling their account or any of its content to another Entity or person.

3.8 Account holders grant Humanz an unrestricted, worldwide, royalty-free licence to use, reproduce, modify and adapt any content and information posted on the Humanz Platform for the purpose of publishing material on the Humanz Platform and as otherwise may be required to provide the Humanz Service, and as permitted by this Agreement.

3.9 Account holders agree that any information posted on the Humanz Platform must not, in any way whatsoever, be potentially or actually harmful to Humanz or any other person. Harm includes, but is not limited to, economic loss that will or may be suffered by Humanz.

3.10 Without limiting any provision of this Agreement, any information Account holders supply to Humanz or publish must be up to date and kept up to date and must not:

- (a) be false, inaccurate, misleading or deceptive;
- (b) be fraudulent;
- (c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or intellectual property rights, rights of publicity, confidentiality or privacy;
- (d) violate any applicable law, statute, ordinance or regulation (including, but not limited to, consumer protection, unfair competition, criminal law, antidiscrimination and trade practices/fair trading laws);
- (e) be defamatory, libellous, threatening or harassing;

(f) be obscene or contain any material that, in Humanz's sole and absolute discretion, is in any way inappropriate or unlawful, including, but not limited to obscene, inappropriate or unlawful images; or

(g) contain any malicious code, data or set of instructions that intentionally or unintentionally causes harm or subverts the intended function of any Humanz Platform, including, but not limited to viruses, trojan horses, malware or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or Personal Information.

3.11 The Humanz Platform may engage location-based or map-based functionality. The Humanz Platform may display the location of Account holders to other Account holders, or persons generally browsing the Humanz Platform.

3.12 Account holders should never disclose personal details such as an individual's street number, phone number or email address in public feedback provided or any other public communication through the Humanz Platform.

3.13 For the correct operation of the Humanz Platform (including transparency of individuals), the Entities engaged through the Humanz Platform must ensure that, if in agreement with the Client, the Candidate is changed or it subcontracts any part of the performance of the Services to a third party, then that new Candidate and/or third party must also be a registered Candidate of the Humanz Platform.

3.14 If Humanz determines, in its absolute discretion, that an Account holder has breached any obligation under this Agreement, Humanz reserves the right to cancel or suspend their Account, and to cancel any open Requests currently submitted or in place on the Humanz Platform if applicable.

4. FEES

4.1 Registering and creating an Account on the Humanz Platform may be subject to a License Fee depending on the number of Team Members under a single Entity (Users), and/or the functionality available.

4.2 Fees do not include any fees that may be due to Third Party Service providers. All Third Party Service providers are paid pursuant to an Account holder's separate agreement with that Third Party Service provider.

4.3 All Fees and charges payable to Humanz cannot be cancelled and are non-refundable, save for your rights which cannot be excluded by law.

4.4 If Humanz introduces a new service on the Humanz Platform, the Fees applying to that service will be payable as from the date of commencement of the service.

4.5 Humanz may set-off any Fees against any Account holder Funds, or other amounts held by Humanz on behalf of an Account holder.

4.6 Humanz may limit the operation of an Account holder's Account, until all fees have been paid.

4.7 Where an Entity activates the External Booking Tool, a one-off fixed Booking Fee per accepted booking applies, as set out in the Humanz Platform Fee Policy.

4.8 The Booking Fee is held by Humanz upon submission of a Request and charged to the Client upon the Candidate's Entity accepting the Request.

4.9 If the Request is rejected by the Candidate's Entity, the Request Deadline passes without a response, or the Client withdraws the Request prior to acceptance, the Booking Fee hold is released and no charge is made.

5. PAYMENTS AND REFUNDS

5.1 The Booking Fee is non-refundable once a booking is confirmed, except where the Candidate or their Entity subsequently cancels the booking, in which case Humanz will automatically refund the Booking Fee to the Client.

5.2 If the Client cancels the booking after it has been confirmed, the Booking Fee is non-refundable.

5.3 All commercial arrangements between the Client and Candidate, including rates of pay, payment terms, invoicing, and expenses, are solely the responsibility of those parties. Humanz is not a party to any such arrangement and accepts no liability in connection with it.

6. PLATFORM SERVICE

6.1 Registering and creating an Account on the Humanz Platform may be subject to a License Fee depending on the number of Team Members under a single Entity (Users), and/or the functionality available.

6.2 Humanz hereby grants to Entities, including to all the Entities Users, a non-exclusive, non-sublicensable, non-assignable license to access and use the Humanz Platform solely for the Entities internal business operations in accordance with the terms of this Agreement and the Humanz Platform Fee Policy.

6.3 This clause applies exclusively to Entities that have paid a License Fee for access to the Humanz Platform, during such period that the fee has been paid. Free-tier users are not entitled to the service levels described below.

- (a) Humanz will use commercially reasonable efforts to ensure the Humanz Platform is available 99% of the time, measured on a quarterly basis, excluding scheduled maintenance and force majeure events.
- (b) Critical bugs—defined as defects that prevent core functionality or cause data loss—will be acknowledged within 2 hours and resolved within 24 hours of identification during Business Days.
- (c) Non-critical support requests will be acknowledged within 1 Business Day and resolved at Humanz discretion within 5 Business Days, subject to complexity and dependencies.
- (d) A support request is any inquiry or report submitted by an Account holder regarding technical issues, platform functionality, account or billing questions, service-related concerns, or general assistance. Support requests must be submitted via the Humanz Platform or to the designated support email address. Humanz will provide updates on resolution progress as necessary.
- (e) Humanz shall not be held liable for any failure or delay in performance of its obligations under this Agreement where such failure or delay is due to circumstances beyond its reasonable control, including but not limited to outages or disruptions caused by third-party service providers (e.g. AWS), natural disasters, cyberattacks, or government actions.

6.4 Account holders will be subject to restrictions and will not:

- (a) distribute, license, loan, or sell the Humanz Platform or other content that is contained or displayed in it;
- (b) modify, alter, or create any derivative works of the Humanz Platform;
- (c) reverse engineer, decompile, decode, decrypt, disassemble, or derive any source code from the Humanz Platform;
- (d) remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Humanz Platform;
- (e) upload, post, reproduce or distribute any information, software, or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

7. THIRD PARTY SERVICES

7.1 Humanz may from time to time include Third Party Services on the Humanz Platform. These Third Party Services are not provided by Humanz.

7.2 Third Party Services are offered to Account holders pursuant to the third party's terms and conditions. Third Party Services may be promoted on the Humanz Platform as a convenience to Account holders.

7.3 If an Account holder engages with any Third Party Service provider, the agreement will be directly between the Account holder and that Third Party Service provider.

7.4 Humanz makes no representation or warranty as to the Third Party Services. However, to help us continue to improve our Humanz Platform, Account holders may inform Humanz of their Third Party Service experience.

8. VERIFICATION

8.1 Humanz may use Identity Verification Services.

8.2 Account holders agree that Humanz Identity Verification Services may not be fully accurate as all Humanz Services are dependent on Account holder supplied information, and/or information or Identity Verification Services provided by third parties.

8.3 Account holders are solely responsible for identity verification and Humanz accepts no responsibility for any use that is made of a Humanz Identity Verification Service.

8.4 Humanz Identity Verification Services may be modified at any time.

9. INSURANCE

9.1 Humanz may offer Account holders an opportunity to obtain insurance. All such insurance will be offered by a third party. Any application and terms and conditions for such third party insurance will be displayed and accepted through the third party. Humanz confirms that all insurance policies are Third Party Services and governed by further terms set out for Third Party Services.

9.2 Humanz does not represent or warrant that any insurance it acquires or which is displayed via the Humanz Platform is adequate or appropriate for any particular Account holder. An Account holder is solely responsible for determining the suitability of any insurance.

9.3 Each Account holder must make their own enquiries about whether any further insurance is required, and Account holders remain responsible for ensuring that they have, and maintain, sufficient insurance to cover their activities on the Humanz Platform.

9.4 Humanz may also take out other insurance itself and that insurance may at Humanz's option extend some types of cover to Account holders. Humanz reserves the right to change the terms of its insurance policies with the third party insurance providers at any time. The insurance policy details can be requested via Humanz. Account holders are responsible for familiarising themselves with these details.

9.5 Account holders acknowledge and agree that in the event that a claim is made relating to any Services provided by a Candidate, and the insurance taken out by Humanz (if any) responds to that claim then this clause applies. If a claim is made against a Candidate, Humanz may (provided that the Candidate consents) elect to make a claim under any applicable insurance policy and if the claim is successful, Humanz reserves its right to recover any excess or deductible payable in respect of the claim from the Candidate. Where Humanz makes a claim and the insurer assesses that the Candidate is responsible, Humanz is entitled to rely on that assessment. If the Candidate does not pay any excess due under this clause, Humanz may also elect to set this amount off, some or all of the excess paid by it, against future moneys it may owe to them.

9.7 Account holders acknowledge and agree that in the event that a claim is made relating to any Services provided by a Candidate, and the insurance taken out by Humanz (if any) does not respond to the claim or the claim is below the excess payable to the insurer, then this clause applies. Humanz may elect to reject or pay an amount to settle a claim not covered by Humanz's own insurance policies. To the extent that the Candidate was or would be liable for the amount of the claim, if Humanz elects to pay an amount to settle the claim, the amount paid by Humanz may be recovered by Humanz from the Candidate. Humanz may also elect to set this amount off against future moneys it may owe to the Candidate.

10. FEEDBACK

10.1 Humanz welcomes any issue or comment an Account holder may wish to raise regarding the Humanz Platform or the manner in which Humanz conducts its business.

10.2 The Humanz Platform may also include a Candidate and Client feedback system to help evaluate each other.

10.3 Any party can raise any issue about any comment made on the Humanz Platform by contacting Humanz at Humanz's contact email address as displayed on the Humanz Platform.

10.4 Humanz is entitled to suspend or terminate an Account at any time if Humanz, in its sole and absolute discretion, is concerned by any feedback about the Account holder, or considers the Account holders' feedback rating to be problematic for other Humanz Candidates and Clients.

10.5 Humanz is entitled to suspend or terminate an Account at any time if Humanz, in its sole and absolute discretion, is concerned by any feedback provided by the Account holder.

11. LIMITATION OF LIABILITY

The exclusions or limitations to the liability of Humanz are:

11.1 Except for liability in relation to a breach of a condition which cannot by law be excluded, Humanz specifically disclaims all liability for any loss or damage (actual, special, direct or indirect and Consequential Loss) of every kind including, without limitation relating to loss or damage for any inaccuracy of information provided or lack of fitness for purpose of any goods or services supplied, arising out of any transaction between Clients and Candidates or in any way connected with the Humanz Services.

11.2 Humanz's liability to an Account holder for a breach of any condition which cannot be excluded by Law, is in the absolute discretion of Humanz, limited to resupplying, replacing, repairing, paying the cost of resupplying goods in respect of which the breach occurred or supplying again or paying the cost of supplying again services in respect of which the breach occurred under this Agreement.

11.3 Except for liability in relation to a breach of a condition which cannot by law be excluded, the Liability of Humanz to any Account holder is Limited to the amount of Fees paid by that Account holder to Humanz during the 12-month period prior to the event giving rise to the Liability occurring.

11.4 Except for liability in relation to a breach of a condition which cannot be excluded by law, to the extent permitted by law, Humanz specifically disclaims all liability for any loss or damage (actual, special, direct, indirect and Consequential Loss) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including, without limitation, loss or damage relating to any inaccuracy of information provided, or the lack of fitness for purpose of any goods or service supplied), arising out of or in any way connected with any transaction between an Account holder and any Third Party Service provider who may be included from time to time on the Humanz Platform.

12. PRIVACY

12.1 Humanz is committed to protecting your privacy. Our collection, use, and disclosure of personal information are governed by our Privacy Policy, which forms part of this Agreement. By using the Humanz Platform, you agree to the terms of our Privacy Policy.

13. MODIFICATIONS TO THE AGREEMENT

13.1 Humanz may modify this Agreement or the Policies (and update the Humanz pages on which they are displayed) from time to time. Humanz will send notification of such modifications to Account holders or advise them the next time they login.

13.2 When Account holders actively agree to amended terms (for example, by clicking a button saying "I accept") or use the Humanz Platform in any manner, the amended terms will be effective immediately. In all other cases, the amended terms will automatically be effective 30 days after they are initially notified to Account holders.

13.3 If Account holders do not agree with any changes to this Agreement (or any of our Policies), Account holders must either terminate their Account or they must notify Humanz who will terminate their Humanz Account, and they must stop using the Humanz Service.

14. NO AGENCY

14.1 No agency, partnership, joint venture, employee-employer or other similar relationship is created by this Agreement. In particular Account holders have no authority to bind Humanz, its related entities or affiliates in any way whatsoever. Humanz confirms that all Third Party Services that may be promoted on the Humanz Platform are provided solely by such Third Party Service providers. To the extent permitted by law, Humanz specifically disclaims all liability for any loss or damage incurred by Account holders in any manner due to the performance or non-performance of such Third Party Service.

15. NOTICES

15.1 Except as stated otherwise, any notices must be given by email, to Humanz's contact email address as displayed on the Humanz Platform. Any notice shall be deemed given, 1 Business Day after the email is sent, unless the party is notified that the email address is invalid, or the email is undeliverable.

15.2 Notices related to performance of any Third Party Service must be delivered to such third party as set out in the Third Party Service provider's terms and conditions.

16. MEDIATION AND DISPUTE RESOLUTION

16.1 Humanz encourages either party to try and resolve disputes (including claims for returns or refunds) with each other. Accordingly, Account holders acknowledge and agree that Humanz may, in its absolute discretion, provide their information as it decides is suitable to other parties involved in the dispute.

16.2 If a dispute arises with another party, Account holders must co-operate with the other party and make a genuine attempt to resolve the dispute.

16.3 Humanz may elect to assist parties to resolve disputes. Any party may refer a dispute to Humanz. Account holders must co-operate with any investigation undertaken by Humanz. Humanz reserves the right to make a final determination (acting reasonably) based on the information supplied by the parties and direct payment accordingly. Account holders may raise their dispute with the other party or Humanz's determination in an applicable court or tribunal.

16.4 Humanz may provide access to a Third Party Dispute Service. If such a service is provided, either party may request the other party to submit to the Third Party Dispute Service if the parties have failed to resolve the dispute directly. Terms and conditions for the Third Party Dispute Service will be available on request. The Third Party Dispute Service is a Third Party Service and the parties are responsible for paying any costs associated with the Third Party Dispute Service in accordance with the Third Party Dispute Service terms and conditions.

16.5 Disputes with any Third Party Service provider must proceed pursuant to any dispute resolution process set out in the terms of service of the Third Party Service provider.

16.6 If Account holders have a complaint about the Humanz Service please contact us at the email address as displayed on the Humanz Platform.

16.7 If Humanz provides information about other Account holders to an Account holder for the purposes of resolving disputes under this clause, Account holders acknowledge and agree that such information will be used only for the purpose of resolving the dispute (and no other purpose) and that they will be responsible and liable to Humanz for any costs, losses or liabilities incurred by Humanz in relation to any claims relating to any other use of information not permitted by this Agreement.

17. TERMINATION

17.1 Either the Account holder or Humanz may terminate the Account holders account and this Agreement at any time for any reason.

17.2 Upon termination of this Agreement, the Account holder shall cease all use of the Humanz Platform.

17.3 The Account holder shall immediately pay to Humanz all amounts outstanding as of the date of termination, and any amounts outstanding as a result of, the termination.

17.4 The Account holder will have 14 days from the date of termination to advise Humanz that they wish to retrieve any of the Account holder's data, after which, if no notice is received, Humanz will have the right to delete any of the Account holder's data.

17.5 Third Party Services are conditional upon, and governed by, Third Party Service provider terms and conditions.

17.6 Sections 4 (Fees), 11 (Limitation of Liability) and 16 (Mediation and Dispute Resolution) and any other terms which by their nature should continue to apply, will survive any termination or expiration of this Agreement.

17.7 If the Account and/or this Agreement are terminated for any reason, then that Account holder may not without Humanz's consent (in its absolute discretion) create any further Accounts with Humanz and we may terminate any other Accounts the Account holder may operate.

18. GENERAL

18.1 This Agreement is governed by the laws of Western Australia, Australia. Account holders and Humanz submit to the exclusive jurisdiction of the courts of Western Australia, Australia.

18.2 The provisions of this Agreement are severable, and if any provision of this Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforceable.

18.3 The failure or neglect by an Account holder to enforce any of the rights under this Agreement will not be deemed to be a waiver of that Account holder's rights.

18.4 This Agreement may be assigned or novated by Humanz to a third party without any Account holder's consent. In the event of an assignment or novation, Account holders will remain bound by this Agreement.

18.5 This Agreement sets out the entire understanding and agreement between Account holders, and Humanz with respect to its subject matter and supersedes any previous communication or agreements that may exist.

18.6 A reference to A\$, \$A, dollar or \$ is to Australian currency.

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Glossary

"ABN" means Australian Business Number.

"Account" means an account on the Humanz Platform to which a Team Member or Entity has Registered, and includes personal and business profiles.

"ACN" means Australian Company Number.

"Agreement" means the most updated version of this agreement.

"AWS" means Amazon Web Services.

"Booking Fee" means the one-off fixed fee payable to Humanz by the Client upon the Candidate's Entity accepting a Request, as set out in the Humanz Platform Fee Policy. The Booking Fee is held by Humanz upon submission of the Request and charged upon acceptance.

"Business Day" means a day on which banks are open for general business in the jurisdiction of Western Australia, other than a Saturday, Sunday or public holiday.

"Candidate" means a Team Member that has Registered on the Humanz Platform to offer its Services to Clients, from another Entity.

"Client" means an Entity who has Registered on the Humanz Platform to seek Services from Candidates, from another Entity.

"Consequential Loss" means any loss, damage or expense recoverable at law including but not limited to:

- (a) opportunity or goodwill;
- (b) profits, anticipated savings or business;
- (c) data; or
- (d) value of any equipment,

and any costs or expenses incurred in connection with the foregoing.

"Entity" means a registered Australian business with an Australian Business Number (ABN). Note a single Entity can represent both a Team Member(s) (which by reference includes Candidates) and a Client.

"Fees" means all fees payable to Humanz.

"Identity Verification Services" means the tools available to help Account holders verify the identity and other available information of other parties.

"Humanz" means Humanz Pty Ltd 637 629 933 and all related or subsidiary companies.

"Humanz Platform" means the Humanz application at <http://app.humanz.net.au>, the Humanz smartphone applications, the Humanz webpage at <http://www.humanz.net.au>, and any other affiliated application and/or webpage that may be introduced from time to time.

"Humanz Service" means the service of providing the Humanz Platform.

"License Fee" means the fee payable to Humanz for access to the Humanz Platform as set out in the Humanz Platform Fee Policy.

"Personal Information" has the same meaning given to it in the Privacy Act 1988 (Cth).

"Policies" means the policies determined by Humanz and posted by Humanz on the Humanz Platform.

"Privacy Policy" means the Humanz privacy policy posted by Humanz on the Humanz Platform.

"Register" means to register an Account on the Humanz Platform.

"Request" means a request for Services from a Client to a Candidate.

"Request Deadline" means the deadline specified by the Client when submitting a Request, by which the Candidate's Entity must accept or reject the Request. If no response is received by the Request Deadline, the Request lapses automatically and the Booking Fee hold is released.

"Services" means the services to be performed by the Candidate for the Client.

"Team Member" means an individual or an asset (which is represented and administered by an Entity), that has Registered on the Humanz Platform for the Entities internal use and may or may not be considered a Candidate i.e., be made available to offer its Services to Clients from another Entity.

"Third Party Dispute Service" means a third party dispute resolution service provider used to resolve any disputes between parties.

"Third Party Service" means the promotions and links to services offered by third parties as may be displayed on the Humanz Platform from time to time.

"Timesheets" means the record of a Candidate's time spent performing the Services, captured on the Humanz Platform.

"Users" means the number of Team Members under a single Entity.

"We", "Us", "Our" means Humanz.

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Rules of Interpretation:

In the Agreement and all Policies, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (d) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (e) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (f) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (g) headings are for ease of reference only and do not affect interpretation;
- (h) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (i) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it.

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