

Wrkr Platform – Terms and Conditions

Last updated: 16 March 2026

1. Formation

1.1 When you purchase the Products and click 'I accept' or similar to these Terms and Conditions (**Terms**), an agreement is formed between you and ClickSuper Pty Ltd ACN 122 693 985 trading as Wrkr Pay ABN 48 122 693 985 of Suite 10.01, Level 10, 151 Castlereagh St, NSW 2000 (**we, us, our**), and you acknowledge and agree to be bound by these Terms and any Product-specific terms (including a direct debit agreement if applicable) (**agreement**). When you click to accept these Terms on behalf of an entity or another person, you warrant and represent that you have the authority to do so on behalf of that entity or person, including to bind that entity or person to these Terms.

1.2 To the extent of any inconsistency between the documents listed above, the following order of precedence will be applied:

- (a) any applicable Product-specific terms; and
- (b) these Terms.

2. Term and automatic renewal

2.1 This agreement will commence on the earlier of the date:

- (a) of the first payment of the Fee; or
- (b) when the Services are first used by you,

and will continue for the Term, unless or until terminated earlier in accordance with these Terms.

2.2 At least 30 days before the end of the Initial Term and each Renewal Term, we will notify you in writing and specify the last date you may terminate (**Expiry Date**) this agreement.

2.3 Unless either party notifies the other party of its decision not to renew this agreement by the Expiry Date (**Cancellation Request**), the agreement will automatically renew for the Renewal Term, subject to the Fee increase set out in clause 4.2.

2.4 If your Cancellation Request is received:

- (a) on or before the Expiry Date, it will be effective at the end of the then current Initial Term or Renewal Term, as applicable and the Products will remain accessible by you until the end of the Term; or
- (b) after the Expiry Date, this agreement will be renewed for the next Renewal Term and your cancellation will take effect at the end of that Renewal Term and the Products will remain accessible by you until the end of that Renewal.

2.5 We are under no obligation to advise Users that the Wrkr Services will be terminated in accordance with this clause 2. To the extent permitted by law, we will not be liable to Users for loss of access to the Wrkr Services upon termination. Customers are responsible to keep their Users informed of access changes.

3. Wrkr Services and Support Services

3.1 We will use all reasonable commercial efforts to provide you with access to, and use of, the Products in a timely and professional manner. Our services include access and use of the Products, our websites, other applicable services and documentation and our solutions and platforms (**Wrkr Services**).

3.2 You agree to provide us with any information reasonably necessary for the provision of the Wrkr Services, including, providing information and technology as necessary and appropriate.

3.3 You are responsible for your use of, or reliance on, any advice or recommendations provided by us in connection with the Wrkr Services, including but not limited to, the security and access settings that may be configured for the Products.

3.4 We will provide the Support Services to Customers between the hours of 9am-5pm on a Business Day. To access the Support Services, the Customer is required to send its request to support@wrkr.com.au.

4. Fees and payment

4.1 You will pay the Fee in accordance with your designated Payment Method and clause 5.

4.2 Subject to clause 16.2, the Fees may be increased each Renewal Term by a percentage equal to the percentage increase in CPI for the same period, and the increase will take effect from the start of the applicable Renewal Term. We will advise you at least 60 days before the Expiry Date of the applicable Renewal Term if this clause 4.2 applies.

4.3 All Fees are inclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction unless otherwise stated (**Taxes**). Should any payment for the Wrkr Services be subject to withholding tax by any government, you will reimburse us for such withholding tax.

5. Payment terms and process

5.1 Unless otherwise approved by us, the applicable Payment Method for the Wrkr Services is: (a)

automatic payment (ie via debit or credit card): the remainder of this clause 5 applies; or (b)

direct debit: the direct debit services agreement applies.

5.2 Where you have provided us with a nominated credit or debit card, we will automatically charge the Fees to your card on the relevant due date and the following terms apply.

(a) It is your responsibility to ensure that your payment and related details are valid and up to date and that sufficient funds are available to pay the Fees.

(b) We are not liable for any charges you incur because of incorrect payment information and if we incur any expense due to the same, we reserve the right to seek reimbursement from you for such expense.

(c) If you believe that there has been an error in charging your nominated debit card or credit card (as applicable), you can contact us to confirm the details of the disputed charge at support@wrkr.com.au or accounts@wrkr.com.au or contact your debit card or credit card provider.

5.3 If we are unable to process your payment, you authorise us to reattempt the payment method a maximum of four times over a four-week period or on our request you must rectify such non-payment within 2 Business Days of a notification from us and if such reattempts are unsuccessful, and/or you have not rectified such non-payment, we reserve the right to:

(a) seek payment from you via an alternative payment method (including payment for costs we incur for reattempting payment) and/or seek to recover the debt through alternative means (either directly, or through a third party) and you will be responsible for all costs and expenses incurred by us in connection with such collection activity; and/or

(b) suspend use of and access to the Products until all overdue amounts are paid.

5.4 Any suspension of the Products under clause 5.3(b) does not constitute a breach of these Terms. To the extent permitted by law, if we suspend use of and access to the Products, we exclude all liability to the Customer and Users for loss of access to the Wrkr Services.

6. Confidentiality

6.1 A party will not disclose the Confidential Information of the other party to any third party, except:

- (a) for the purposes of providing, or using, the Wrkr Services and fulfilling any obligations under this agreement, including in the case of us to allow Users to access Customer Data as determined or instructed by the Customer;
- (b) where a party is required to do so under any law, code or regulation and/or any listing rules of any stock exchange, including disclosure to any third parties in order for them to comply with the same;
- (c) to the party's employees, subcontractors, representatives, or advisors on a need-to-know basis;
- (d) with respect to us, pursuant to an agreement between us and a third party to provide services, where permitted by law (including credit rating agencies with consent of individuals as required by law);
- (e) with the other party's consent.

6.2 Each party must have appropriate security measures in place that are designed to protect Confidential Information against unauthorised access, disclosure or use.

7. Privacy

7.1 Each party will comply with all applicable Privacy Laws when collecting, handling, storing, disclosing, or otherwise using any Personal Information in connection with this agreement.

7.2 It is your responsibility to ensure that you seek and obtain all necessary consents from and make all necessary disclosures to customers in respect of their Personal Information to enable disclosure of such information to us for the purpose of the provision of the Wrkr Services, to the extent such disclosure is permitted by any applicable laws.

7.3 You further acknowledge and agree that:

- (a) our collection and use of Personal Information under this agreement is governed by our Privacy Policy, which forms part of, and is incorporated into, this agreement and can be accessed at wrkr.com.au; and
- (b) you will ensure that the purposes for which Personal Information that you disclose to us may be processed are as described in this agreement and our Privacy Policy and, if this is not the case, that you must notify us before providing us with the relevant personal information and we must agree to any necessary amendments to our processing of that Personal Information before you may provide it to us.

8. Account(s) and Users

8.1 You must only use the Products in accordance with any applicable Product-specific terms, these Terms and for the Number of Users.

8.2 The Customer is solely responsible for:

- (a) determining the Users and any use of the Wrkr Services by Users;
- (b) all activity on the Account(s), including by the Customer and/or any Users and/or any unauthorised access by third parties;
- (c) maintaining the confidentiality and security of the Account(s), including any login and password information, and notifying us immediately of any unauthorised use; and
- (d) using all reasonable endeavours to prevent any unauthorised access to or use of the Wrkr Services; and
- (e) without limiting our security obligations under this agreement, protecting Customer Data, including backing-up, and ensuring the security of the Customer Data, and taking appropriate measures to protect Customer Data from accidental, unlawful or unauthorised access, use or disclosure.

8.3 The Customer and Users are responsible for:

- (a) Customer Data, including determining what Customer Data you provide to us and/or give User's access to; and
- (b) the integrity, accuracy, quality and completeness of Customer Data and the means by which you acquire Customer Data, and you acknowledge that all outputs of the Wrkr Services rely on this.

8.4 The Customer and Users must:

- (a) comply with this agreement and all applicable Product-specific terms; and
- (b) have all necessary skills, licences, accreditations, and qualifications required in accordance with industry standards and applicable laws and regulations in respect of applicable professional obligations as they relate to the Wrkr Services (including access and use) (including any set out or required under any applicable Product-specific terms).

8.5 The Customer and Users must contact us immediately if you believe an unauthorised third party: (a)

may be using or accessing the Account(s); or

- (b) if the Account(s) information, including any login or password information is lost or stolen. **9.**

Third Party Products

9.1 You acknowledge and agree to the following.

- (a) We may use third party products (**Third Party Products**) and that some aspects of the Wrkr Services (including our Products) are provided by and integrate with third party suppliers, including external software and data suppliers (**Third Party Suppliers**).
- (b) You consent to our use of such Third Party Products and Third Party Suppliers, including any integration with them.
- (c) Your use of, and access to, the Third Party Products may be subject to additional fees and separate terms issued by the Third Party Supplier, which will form a separate agreement between you and the relevant Third Party Supplier.
- (d) We make no representations or warranties in relation to, and do not accept liability for, any Third Party Products.

(e) We may suspend your use of, or access to, the Third-Party Products at any time, including on request from the Third-Party Supplier of such Third Party Products.

9.2 The Wrkr Services may contain links to third-party websites, products, and services.

9.3 We do not make any representations or warranties in relation to, and we exclude all liability from, third party websites, products and services, including the Third-Party Products.

10. Acceptable Use

10.1 In addition to any other obligations set out throughout these Terms, or any applicable Product-specific terms, you must always access and use all Wrkr Services:

- (a) solely for the purposes set out in this agreement;
- (b) in a manner that does not attempt to circumvent the agreed commercial arrangements, including Fees, set out under this agreement; and
- (c) acting in good faith, giving consideration to the commercial intent of the parties.

10.2 You must promptly provide relevant and accurate information requested by us in a timely manner. We will not be responsible for any deficiency or delays in the performance of the Wrkr Services to the extent that it is attributable to your delay or breach of this agreement.

10.3 Your access to, and use of, any Wrkr Services must not violate any applicable laws, codes or regulations, including but not limited to intellectual property laws, data protection and Privacy Laws.

10.4 When using the Wrkr Services, you agree that you will only upload, post, host, store, communicate or display content (including Customer Data) that:

- (a) you have all consents and rights required under law and under any applicable contracts to upload, post, host, store, communicate and display (for instance, rights of ownership or a sufficiently broad licence to do so);
- (b) does not infringe the rights, including privacy and Intellectual Property Rights of any other person;
- (c) is not unlawful, does not give rise to any civil or criminal liability for you or us, and does not encourage any activity that may violate any applicable law or contract;
- (d) is not fraudulent and does not constitute a fraudulent misrepresentation or promote fraudulent activity;
- (e) is not and does not contain offensive, abusive or sexually obscene content; and
- (f) does not contain viruses, malware, trojan horses, worms, or any other malicious or harmful program or code.

10.5 You agree that you will not:

- (a) use Wrkr Services for any purpose other than their intended purposes;
- (b) access, use, alter or interfere with any areas of the Wrkr Services that you are not authorised to access;
- (c) check or test the vulnerability of any of our systems or networks or breach or circumvent any security or authentication mechanism;

- (d) copy, caches, disassemble, decompile, reverse-engineer or modify any component of the Wrkr Services, or use any automated means to collect information from the Wrkr Services;
- (e) do anything that would prejudice our rights, title or interest in and to the Wrkr Services;
- (f) transfer, sell, lease, distribute, or sublicense any part of the Wrkr Services or the content contained within or hosted on the Wrkr Services;
- (g) attempt to destabilise, interrupt or overload our infrastructure by placing unreasonable burdens on our resources, including by sending requests to our systems more rapidly than could be achieved by a human user;
- (h) use or access the Wrkr Services in any manner that:
 - (i) creates a risk to the integrity of the Wrkr Services or the network, systems, equipment or facilities used in connection with the Wrkr Services;
 - (ii) effects the quality of any service we provide; and
 - (iii) in an excessive manner including but not limited to excessive use or storage of data which is to be judged by us in our sole discretion;
- (i) transmit any viruses, malware, trojan horses, worms, or other types of malicious or harmful software or code, or links to such software or code, onto or through the Wrkr Services;
- (j) reproduce, communicate, adapt, record, transfer, publish, perform, display, broadcast, distribute, offer or make available any of the content contained within or hosted on the Wrkr Services in contravention of any applicable law or in breach of any person's rights, including Intellectual Property Rights;
- (k) use another person's login details for the Wrkr Services without their permission; or
- (l) breach another person's privacy, for example by posting their personal information without first obtaining their consent or having another lawful ground(s) to do so.

10.6 You must not use conduct or attempt to conduct web scraping of any part of our websites and/or the other Wrkr Services, including any content contained within or hosted on the Wrkr Services.

10.7 If you fail to comply with the acceptable uses set out in this clause, we reserve the right to immediately suspend your Account(s) and/or your access to the Wrkr Services, without liability for us (to the extent permitted by law). We are also entitled to immediately remove any content you upload, post, host or transmit that we consider or suspect to be in breach of this clause or any of our other terms and conditions, without prior notice to you and without liability for us (to the extent permitted by law).

10.8 Our rights to suspend your Account(s) and to remove content do not limit any other rights or remedies that may be available to us under this agreement.

11. Intellectual Property and Data

11.1 You acknowledge and agree that we own all rights (including Intellectual Property Rights), title and interests in and to:

- (a) the Wrkr Services and Products (including any software, source and object code, algorithms, that form part of or relate to the Wrkr Services and Products);
- (b) any accompanying materials or documentation, including that are created by and/or for you and your Users in connection with the use of any Wrkr Services; and

(c) any variations, modifications, adaptations, developments and/or derivatives of any of the Wrkr Services and any accompanying materials or documentation,

but excluding Customer Data.

11.2 We grant to you a limited, non-exclusive, non-transferable, revocable licence to access and use the Wrkr Services solely to the extent permitted by this agreement and as is necessary to obtain the benefit of the Wrkr Services for the duration of the Term.

11.3 Without limiting any rights granted to us in this agreement you acknowledge and agree that you own all right, title and interest in Customer Data. You grant us a royalty-free, non-exclusive licence during the Term, to use Customer Data (including any Intellectual Property Rights in and to Customer Data) to the extent necessary to perform our obligations under this agreement.

11.4 You acknowledge and warrant the following in respect of Customer Data:

(a) you are solely responsible for Customer Data, the integrity, accuracy and quality of Customer Data, and the means by which you acquire Customer Data;

(b) you have a right to use and transmit Customer Data;

(c) it does not breach any rights of a third party (including Intellectual Property Rights or Moral Rights); (d)

it is suitable and appropriate for use in connection with the Wrkr Services;

(e) it does not include anything harmful, such as viruses;

(f) it is true, accurate, complete and current; and

(g) you will comply with all relevant laws or regulations in respect of Customer Data.

11.5 We will not be responsible for, and we do not check or review, Customer Data in any way. We reserve the right to remove any Customer Data that is deemed unsuitable, insulting, inflammatory, degrading, illegal or objectionable in our sole discretion or that is provided in breach of the warranties given under the terms of this agreement.

11.6 Notwithstanding any other clause of this agreement, we are not responsible for any errors, omissions, Losses or damages of any kind resulting directly or indirectly from any inaccuracies in Customer Data or any failure by you to ensure the integrity, completeness or accuracy of Customer Data before providing it to us or inputting it into the Wrkr Services.

12. Marketing

12.1 You acknowledge and agree that we may use and incorporate any ideas, suggestions, concepts, know-how or techniques contained in information received from you that directly relates to your products or business, including any suggested changes or modification to the Wrkr Services.

12.2 The Customer consents to us:

(a) naming the Customer as a client and reproducing its business name and logos for marketing and publicity purposes provided, we:

(i) have obtained the Customers prior written consent, which may not be unreasonably withheld;

and

- (ii) comply with and reasonably marketing or branding guidelines the Customer provides to us; and
- (b) using the Customer Data for internal training and our marketing and publicity purposes, provided such material is de-identified does not contain any commercially sensitive information or Confidential Information.

13. Scheduled maintenance

13.1 You acknowledge and agree that the Wrkr Services are provided on an 'as is' basis, service continuity is not assured and that the Wrkr Services (including Customer Data to the extent you are accessing it through the Wrkr Services) may be suspended, unavailable or have limited availability including:

- (a) for routine or emergency maintenance, provided we will use reasonable endeavours, where possible, to;
 - (i) undertake such maintenance outside of normal business hours;
 - (ii) notify you in advance of any such maintenance; and
 - (iii) minimise disruption to your use of the Wrkr Services due to such maintenance.
- (b) to permit upgrades or other development activity to take place;
- (c) due to technical malfunctions of your software, equipment or infrastructure (e.g., telecommunications connectivity, network congestion or delays);
- (d) due to a Force Majeure Event; or
- (e) if it is necessary for reasons of:
 - (i) public safety;
 - (ii) security of the Wrkr Services;
 - (iii) interoperability of Wrkr Services;
 - (iv) data protection; and/or
 - (v) any other work that is necessary for operational or technical reasons.

14. Audit

14.1 We may (either by itself or through our authorised representative) periodically conduct an audit to:

- (a) verify that the Customer's access and use of any Wrkr Services is in accordance with this agreement;
and
- (b) assess the Customer's compliance with this agreement.

14.2 The Customer must participate in and co-operate with any audit carried out under clause 14.1 in good faith, including by providing us with such access to your systems, records, and personnel as is required for the purposes of the audit (provided that we give you reasonable written notice).

14.3 We and our authorised representatives may take copies of the Customer's records and books as are reasonably required for the purposes of carrying out the audit. Those copies will be the Customer's Confidential Information.

14.4 If an audit reveals:

(a) use by the Customer and/or User of any Wrkr Services that is not in accordance with this agreement;
or

(b) any breach of this agreement by you,

the Customer must immediately rectify the use or breach (including at our reasonable direction) and you must also pay, or reimburse us for, all costs and expenses relating to that audit (including accountancy or legal fees and/or unpaid Fees owed to us by you by way of such breach.

14.5 Except as set out in clause 14.4, we will bear our own costs and expenses in carrying out an audit.

15. Termination

15.1 Either we or the Customer may terminate this agreement (either in full, or in part in respect of specific Wrkr Services) on written notice before the expiration of the Term where any of the following events occurs.

(a) The other party materially breaches any of the terms of this agreement and the breach is not capable of remedy.

(b) The other party materially breaches any of the terms of this agreement and does not remedy the breach within 30 days of receiving written notice of the breach.

(c) If the other party ceases to operate, becomes insolvent, enters liquidation, file for bankruptcy, makes an assignment for the benefit of creditors, appoints a receiver, or is subject to any similar action.

15.2 In addition to the above, we may terminate this agreement immediately at any time on written notice to the Customer if our relationship with a Third-Party Supplier that provides software, hosting services or other technology, products or services relied on by us to provide the Products expires or terminates or such provider requires us to change the way we provide the Products.

15.3 Subject to clause below 15.4, the Customer may terminate this agreement on written notice if we give the Customer a notice under clause 21.1 and the Customer does not agree to such proposed change to these Terms. If we do not receive a notice from the Customer in accordance with this clause, and the Customer continues to use the Wrkr Services, then the Customer agrees that it is deemed to have consented to the proposed change and the amended Terms.

15.4 Where the Customer terminates this agreement in accordance with clause 15.3, the termination will be effective at the end of the then current Term, however:

(a) the relevant terms will not be changed, and the then current Term will remain applicable; and (b)

any Fees will not increase, and the current Fees will remain applicable.

15.5 Where this agreement is only terminated in part in respect of specific Wrkr Services, the agreement will continue in full force and effect in respect of all other Wrkr Services.

15.6 Where a User wants to terminate its use of the Wrkr Services, the User must contact the Customer providing it notice of this, and the Customer must liaise with us on terminating the specific Wrkr Services applicable to the User and/or removing the User's Account.

16. Effect of termination

16.1 On termination of this agreement under clause 15 (in whole or in part), subject to any terms of this agreement that permits otherwise:

- (a) each party must, on request, return or securely destroy all Confidential Information in that party's control;
- (b) the Customer must ensure Users return or securely destroy all Confidential Information in the User's control;
- (c) neither the Customer or Users will have any right to use, copy or access (or to permit any other person to use, copy or access) any of the Wrkr Services (in whole or in part), or any other information or materials that we make available to you under this agreement, including our Confidential Information; and
- (d) you must immediately pay any and all outstanding Fees owing as at the date of termination. 16.2

The obligation to return or destroy all Confidential Information does not apply to information which is:

- (a) required to be kept for the purpose of regulatory requirements, professional standards, practices, codes, insurance policies or the law; or
- (b) stored pursuant to a routine backup so long as the Confidential Information cannot be accessed by any persons;

16.3 You acknowledge and agree that transferring Customer Data from your Account and/or the relevant Wrkr Services to yourself or to a third party you have authorised on or before expiry or termination is solely your responsibility.

16.4 Following the expiry or termination of this agreement, you will no longer have access to Customer Data and we reserve the right to:

- (a) retain a copy of Customer Data; and/or
- (b) delete Customer Data within a period of 30 business days following such expiry or termination.

16.5 You acknowledge and agree that we, our related bodies corporate, affiliates, representatives, successors and assigns, including their applicable officers, directors, employees and agents are not liable to you for any Loss or Consequential Loss in connection with denial of access to or deletion of Customer Data in accordance with clause 16.4.

16.6 The exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this agreement, by law, or otherwise.

17. Warranties

17.1 The parties represent and warrant, to the best of its knowledge, each of the following statements is true, accurate and not misleading as at the date of this agreement and will be true and accurate on each day during the Term:

- (a) it has the power to enter into and perform its obligations under this agreement and to carry out the transactions contemplated by this agreement; and
- (b) there are no pre-existing rights or obligations which would prevent it from complying with its obligations under this agreement.

17.2 We further warrant and represent as follows, to the best of our knowledge.

- (a) That the Wrkr Services, as provided by us and used in accordance with this agreement and our instructions and policies, do not, or will not, infringe the Intellectual Property Rights of any third party. This warranty does not apply to any of Customer Data, including without limitation where it is uploaded to or hosted on the Wrkr Services.
- (b) We will provide the Wrkr Services:
 - (i) with due care and skill; and
 - (ii) in accordance with all applicable laws, codes and regulations.

17.3 The Customer further warrants and represents as follows.

- (a) Customer Data does not, or will not, infringe the Intellectual Property Rights of any third party.
- (b) The Customer and its Users have all rights, qualifications, authorisations, and licences in respect of the use of the Wrkr Services.
- (c) In using the Wrkr Services, the Customer and your Users will comply with this agreement, all applicable Product-specific terms, and all applicable laws, codes and regulations (including in respect of your professional obligations) in connection with the Wrkr Services.
- (d) Where the Customer collects, or handles, Personal Information, which is made available to us under this agreement, including where it is input into any of our Products, that the Customer has collected all necessary consents to do so and that the Customer has done so in accordance with all applicable Privacy Laws.

17.4 Subject to any express warranties in this agreement but otherwise to the fullest extent permitted by law:

- (a) we exclude all warranties, conditions and representations in whatever form, relating to the Wrkr Services, including any warranties or representations relating to quality, accuracy, integration, merchantability, conformity with specifications, reliability, functionality, performance, fitness for use or the security and operation of the Wrkr Services, including that the Wrkr Services will produce any particular outcomes for you and/or that it will be bug or error free; and
- (b) that no advice or information, whether oral or written, obtained by you from us or through or from the Wrkr Services or under this agreement shall create any warranty not expressly stated in this agreement in any manner.

18. Indemnity

18.1 Subject to clause 19, we indemnify the Customer, and its directors, officers, employees, affiliates, agents, contractors, principals or licensors (**Customer's indemnified parties**) from and against any Loss suffered or incurred by the Customer's indemnified parties as a direct result of:

- (a) our negligent or fraudulent acts or omissions;
- (b) our wilful misconduct; and
- (c) our breach of applicable laws.

18.2 The Customer indemnifies us and our directors, officers, employees, affiliates, agents, contractors,

principals, or licensors (**our indemnified parties**) from and against any Loss suffered or incurred by our indemnified parties as a direct result of:

- (a) our access to Customer Data as determined or instructed by the Customer or its Users;
- (b) any claim by a third party that our use of Customer Data infringes rights, including privacy and/or Intellectual Property Rights of a third party;
- (c) any act or omission by the Users in breach of these Wrkr Terms;
- (d) the Customer's negligent or fraudulent acts or omissions;
- (e) the Customer's wilful misconduct; and
- (f) the Customer's breach of applicable laws.

19. Liability

19.1 Notwithstanding any other provision of this agreement and to the fullest extent permitted by law:

- (a) neither we or the Customer are liable, whether such liability is based on breach of contract, tort (including negligence), statute or otherwise for any Consequential Loss, indirect, incidental, punitive or special Losses of any kind (including loss of profit, loss of opportunities or business interruption);
- (b) our aggregate liability in connection with this agreement whether in contract, tort (including negligence), statute or otherwise will not exceed an amount equal to Fees paid, or payable, by you to us under this agreement;
- (c) our sole liability for loss or corruption of data is limited to restoring such data to the last useable backup, where applicable;
- (d) we are not liable for any Loss arising from activity on your Account, including additional usage fees, loss of data or downtime caused by deliberate, inadvertent or unauthorised changes by any party, or files that the Customer or your Users upload, transmit, install or otherwise use in connection with the Wrkr Services; and
- (e) we are not liable for any Loss incurred or suffered by the Customer, its Users or any third party as a result of errors or delays caused by the Customer, or by the Customer and/or its Users use of the Product.

19.2 If any supply by us pursuant to this agreement comprises a supply to a 'consumer' as defined in the Consumer Law, then nothing contained in this agreement restricts or modifies guarantee, right or remedy which pursuant to the Consumer Law applies to this agreement or is conferred on you, provided that to the extent that the Consumer Law permits us to limit its liability for breach of guarantee imposed by the Consumer Law, then to the extent permitted by the Consumer Law, our liability for such breach is limited to the following as determined by us:

- (a) the supplying of the services again; or
- (b) the payment of the cost of having the services supplied again.

19.3 To the extent permitted by law all express or implied guarantees, warranties, representations, or other terms and conditions relating to the agreement or its subject matter, not contained in the agreement, are excluded from the agreement;

19.4 A party's liability under this agreement will be reduced proportionately to the extent that any such Loss arose as a result of the other party's act or omission.

19.5 We are not responsible for delays, disruptions or other faults in the Wrkr Services caused by factors beyond our reasonable control, including but not limited to problems with the public internet or your computer systems, the acts and omissions of third parties, and/or Force Majeure Events. We are not responsible for any damage to any of your equipment or software resulting from your use of the Wrkr Services.

19.6 You acknowledge and agree that we do not warrant or guarantee any particular outcomes or results from the use of the Wrkr Services. Any such outcomes or results will not take account of your particular objectives or circumstances and are not a substitute for any professional advice. You should determine independently or, with the aid of appropriate professional advice, whether and how to proceed with the Wrkr Services including any output delivered by the Wrkr Services.

20. Force majeure

20.1 If a Force Majeure Event occurs, the affected party must notify the other party and the obligations of the party will be suspended (except any obligations to make any payments under this agreement) to the extent that they are affected by the relevant Force Majeure Event until that Force Majeure Event has ceased.

20.2 Except for your payment obligations under this agreement, neither party is liable for any delay or failure to perform any of its obligations under this agreement to the extent that the delay or failure is caused or contributed by a Force Majeure Event.

20.3 If a Force Majeure Event continues for more than 60 days, either party may terminate this agreement.

21. Variations

21.1 You acknowledge and agree as follows.

(a) We may vary these Terms or Product-specific terms by giving you notice via email or, where applicable, through the Wrkr Services portal, as follows.

(i) Where the variation relates to or impacts your ability to access and use the Wrkr Services and/or either party's warranties or liabilities under this agreement, we will provide you with 14 days' notice prior to such change taking effect.

(ii) All other changes will be effective from the date of notification.

(b) Subject to clause 15.2(b), your continued use of the Wrkr Services after the relevant effective date of notification will constitute acceptance of the amended Terms.

(c) The date set out at the start of Terms will reflect the date that they were last updated.

22. Dispute resolution

22.1 Any party who claims to have a dispute against another party must issue a notice to the other party claiming a dispute has arisen, setting out the nature of the dispute and all other information relevant to the dispute (**Dispute Notice**).

22.2 Within 7 days after receiving the Dispute Notice, the parties must meet (or otherwise communicate) to resolve the dispute. Each party will be represented by a person having authority to agree to such resolution or methods. All aspects of the meetings will be confidential and without prejudice to the parties' rights, obligations and liabilities.

22.3 If the parties do not resolve the dispute within 30 days (or such longer period the parties may agree in writing) after the Dispute Notice, then either party may initiate court proceedings in relation to the dispute.

22.4 Despite the existence of a dispute, each party must continue to perform its obligations under the agreement

unless those obligations are the subject of the dispute.

23. Notices

23.1 A notice, consent or other communication under this agreement is only effective if it is in writing, and it is received in full and legible form at the addressee's address or email address. Any notice sent via a non-email channel must also have a copy sent via email.

23.2 A notice is deemed to have been received:

- (a) if posted and emailed, on the third Business Day after posting;
- (b) if delivered personally and emailed, upon delivery; or
- (c) if sent only by email, the earlier of when the sender receives an automated message confirming delivery or within 24 hours after the message has been sent (as recorded on the device from which the sender sent the message).

24. General

24.1 Nothing in this agreement will be taken as giving rise to a relationship of employment, agency, partnership or joint venture. Except as otherwise provided in this agreement, the parties acknowledge and agree that neither party will have any authority to bind the other party or to enter into an agreement in the name of the other party.

24.2 We may sub-contract the performance of any part of our obligations and/or services to any third party.

24.3 Neither party may assign, transfer or otherwise deal with this agreement or any right under this agreement without the prior written consent of the other party, which must not be unreasonably withheld.

24.4 This agreement contains the entire understanding between the parties concerning the subject matter of the agreement and supersedes all prior communications.

24.5 The failure of either party to enforce any provisions under this agreement will not waive the right of such party thereafter to enforce any such provisions.

24.6 If any term or provision of this agreement is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from this agreement and the remaining terms and conditions will be unaffected.

24.7 This agreement may be executed in any number of counterparts and all counterparts taken together will constitute one document.

24.8 Any warranty, indemnity, or obligation of confidentiality in this agreement will survive termination. Any other term which by its nature is intended to survive termination of this agreement survives termination of this agreement.

24.9 This agreement is governed by, and construed in accordance with, the laws of New South Wales, Australia. The parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

25. Definitions

25.1 In this Agreement, unless the context otherwise requires:

Account(s) means any account(s) set up by the Customer or us through which the Customer and Users

access and use the Wrkr Services.

Business Day means a day (except Saturday and Sunday or a public holiday) on which banks are open for general banking business in New South Wales, Australia.

Cancellation Request has the meaning given to that term in clause 2.3.

Confidential Information means confidential, proprietary and commercially sensitive information (irrespective of the form or the manner in which the information is disclosed, or the time of such disclosure) including information which:

(a) is identified as confidential or ought to have been known to be confidential; and

(b) relates to the business affairs and practices, including financial information, business opportunities, business plans, business processes and methodologies,

but does not include information, which is in, or comes into, the public domain other than by a breach of this agreement, or which is independently known to the other party as evidenced by its written record.

Consequential Loss means any Loss that does not arise naturally in the ordinary course of things from the event or circumstance giving rise to the Loss.

Consumer Law means the provisions of Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as applied under Part XI or under a law of a State or Territory of Australia, or any similar laws which may apply to this agreement.

Customer means the entity that has signed up to Wrkr Services, will pay the Fee (as applicable) and sets up Accounts for Users to gain access to the Wrkr Services.

Customer Data means all information, data, materials and Personal Information and other content that the Customer and/or Users provide to us and/or input into a Product.

Expiry Date has the meaning given to that term in clause 2.2.

Fees means the fees payable for the Products.

Force Majeure Event means any act, event or cause including earthquakes, cyclones, floods, fires, lightning, storms or other acts of God, strikes or industrial disputes, riots, terrorist acts, civil disturbances, breakages of machinery, or industrial conditions, or arising out of any other unexpected and exceptional cause, delays in transportation and dispositions or orders of governmental authority (including public health orders), which:

(a) directly or indirectly results in a party being prevented from or delayed in performing any of its obligations under this agreement; and

(b) is beyond the reasonable control of that party.

Initial Term means the initial term you purchase the Products for.

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, confidential information, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registered, registrable or patentable.

Losses means any judgment, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, or

otherwise.

Moral Rights means the rights defined as “moral rights” under the Copyright Act 1968 (Cth) and any other similar right capable of protection under laws of any applicable jurisdiction.

Number of Users means the number of permitted Users of the Product(s).

Payment Method means the payment method to pay the Fee.

Personal Information has the meaning given to in applicable Privacy Laws.

Privacy Law means the *Privacy Act 1988* (Cth) and and/or any other equivalent or similar State or Territory legislation as applicable.

Privacy Policy means the Wrkr privacy policy available at wrkr.com.au.

Product(s) means either Wrkr Pay, STP Service and/or Wrkr Ready, as selected by the Customer.

Support Services means the support services provided to the Customer only by Wrkr for support with the Services.

Wrkr Services has the meaning given to that term in clause 3.1.

Renewal Term means the renewal term you purchase the Products for.

Term means the Initial Term and each applicable Renewal Term.

Users means your employees, agents, contractors, service providers (including advisors and consultants), and any other persons, entities or other third parties who are authorised, enabled or instructed by the Customer to access and use the Wrkr Services.

You means the Customer and/or User, as the context requires.

25.2 In this document unless the context otherwise requires:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;
- (c) where a word or phrase is defined its other grammatical forms have a corresponding meaning; (d) references to statutes include all statutes amending, consolidating or replacing such statutes; (e) \$ means the lawful currency of Australia;
- (f) any reference to a party to this document includes its successors and permitted assigns; and
- (g) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it.

Schedule 1 – Single Touch Payroll Service

1. Single Touch Payroll (STP) Service

1.1 We will:

- (a) hold and maintain any authorisation necessary to enable us to carry out the activities contemplated by these Terms, including any relevant registration with the ATO;

2. provide the STP Service with all **due** care, skill and diligence expected of a professional service provider and in accordance with the ATO Operational Framework, SBR Messaging Standard, Single Touch Payroll: Business Implementation Guide and the STP Standards; and

- (a) provide the STP Service in accordance with the Terms.

2.2 We must:

- (a) establish a Site, that is designed and formatted in the manner and style agreed between us and the Customer; and
- (b) provide resources and ongoing support to the Customer and Users in accessing and using the STP Service.

3. Security

3.1 We will ensure that sound and current controls are in place to ensure a high level of information and communication security in relation to the use of the STP Service and will ensure the integrity and proper operation of such controls and all associated procedures. These controls shall include systems to guard against the following risks: unauthorised access, denial of service attacks, malevolent code (such as viruses) and data contamination.

3.2 We will:

- (a) ensure our information and infrastructure security program is established and maintained in accordance with Australian Standard ISO27001;
- (b) comply with any applicable security requirements of the ATO, in particular those included in the ATO Operational Framework; and
- (c) at least annually update and test our information and infrastructure security program and provide the results of such audit to the Customer.

3.3 We will do all things reasonably necessary to meet the audit requirements relevant to the provision of the STP Service, including comply with any requirements included in the guidelines issued by the ATO.

4. Availability of STP Service

4.1 We will make reasonable efforts to have the STP Service available twenty four hours a day, seven days a week, except during downtimes for planned or emergency maintenance or upgrades. We will advise the Customer and the Users of planned downtimes.

4.2 Access to the Site will not be provided to the Customer or Users where registration has been suspended or terminated in accordance with the Terms.

- 4.3 Where access to the STP Service is through the Wrkr Portal, access will not be provided to Users unless a valid log-in and password are entered.
- 4.4 We do not warrant that use of the STP Service will be free from interruption or delay, nor do we warrant that the STP Service will be free from errors or faults

5. Your acknowledgements

- 5.1 The Customer acknowledges and agrees that it is its responsibility to:
- (a) select, obtain, install, maintain and use all software and other tools required for use of the STP Service; and
 - (b) install and maintain software and security measures to prevent or protect against security threats.
- 5.2 The Customer acknowledges and agrees that it must implement the requirements under the STP Standards, applicable to its use of the STP Service.
- 5.3 The Customer acknowledges and agrees it must not, and must ensure that its employees, contractors, representatives, agents and Users do not (in whole or in part) copy, modify, decompile, decode or reverse engineer the systems by which we provide the STP Service or any part, component, feature or other thing associated with the service, the Site or Portal.

6. Data maintenance and disaster recovery

- 6.1 We will retain data sent or received using the STP Service, as is necessary for us to provide the STP Service and as required by applicable legislation, regulation or standards.
- 6.2 The Messages and Data Files transmitted to and from the ATO using the STP Service will pass through our system and the systems operated by or on behalf of the ATO. Our system will record the fact that a transmission has occurred but may not retain the content of the transmission.
- 6.3 We have a disaster recovery plan and a business continuity plan and will implement and follow the disaster recovery plan should circumstances require us to do so.

7. Privacy and Data

- 7.1 Each party must comply with all applicable Privacy Laws, including obtaining all necessary consents for the collection, use, access, storage and disclosure of Personal Information. A copy of our Privacy Policy is located on our website.
- 7.2 We will take all reasonable precautions on our part to ensure that information disclosed to us in the course of provision of the STP Service (including Personal Information) will remain confidential and protected from unauthorised access by other parties. We will notify the Customer immediately of any eligible or notifiable data breach affecting information disclosed to us (including Personal Information) in the course of provision of the STP Service.
- 7.3 You acknowledge and agree that information (including Personal Information) we obtain in the course of provision of the STP Service (including by being submitted, transmitted or otherwise made available to us), may be used by us for the purposes of administering and providing the STP Service and may be disclosed by us for the same purposes to:
- (a) the ATO;
 - (b) parties, as authorised by the Customer;

- (c) our service providers, legal advisers, auditors or consultants; and
 - (d) to other parties as authorised or required by or under law or regulation or in connection with legal proceedings.
- 7.4 You acknowledge and agree that it is your responsibility to notify, and obtain all required consents from, those persons whose Personal Information is being submitted, transmitted or otherwise made available to us for the purposes of administering and providing the STP Service, of all such matters as may be required in order for us to comply with applicable Privacy Laws.
- 7.5 You acknowledge and agree that we will not be liable for the loss, alteration or disclosure of any of your information disclosed to us in the course of using the STP Service, which is the result of any cause, event, activity or circumstances beyond our direct control.
- 7.6 You acknowledge and agree:
- (a) we may collect aggregated information about your use of the Site and STP Service ; and
 - (b) we may automatically store in log files, including IP addresses, browser type and language, Internet service provider (ISP), referring and exit websites and applications, operating system, date/time stamp, and clickstream data to analyse trends, to administer the Site and STP Service, to generally improve the Site and STP Service and for marketing purposes.

8. Definitions

Unless otherwise specified, all defined terms used in this Schedule have the same meaning given to them in the Terms.

ATO means the Australian Tax Office.

ATO Operational Framework outlines what is required of digital service providers (DSPs) that access and use the Australian Taxation Offices digital wholesale services.

Data means any and all content, including text, data, documents, materials, videos or other files, data and/or information that you run on through the STP Service, cause to interface with the STP Service (including the Site and/or the Service), and/or enter, upload, create, transfer, process, use and/or store while using and/or in connection with the the STP Service (including the Site and/or the Service), including any STP Data.

Data File means the mechanism by which STP Data is sent by or for an Employer, to the STP Service, which must comply with the ATO specifications, as amended, and the specifications provided by us.

Declaration means a declaration in the form prescribed by the ATO, which must be made prior to submitting a report of a Pay Event, an Update Event or Full File Replacement to the ATO.

Employer has the meaning given to it by the ATO, for the purposes of STP.

Full File Replacement means a Pay Event which replaces an entire file previously sent to the ATO.

Message means a set of data received by or sent by us through the STP Service, in accordance with the SBR Messaging Standard.

Pay Event has the meaning given to it in the STP Standards.

Portal means the online application and platform provided by Wrkr and any associated mobile applications. The portal is designed to manage and submit Single Touch Payroll (STP) information.

Related Bodies Corporate has the meaning given to that term in the Corporations Act.

Response means a Message sent by the ATO.

Standard Business Reporting or SBR means the standardised approach to on-line or digital record keeping, established by the ATO.

SBR Messaging Standard means standardised messaging protocol developed under the Standard Business Reporting (SBR) initiative by the Australian government. This standard facilitates the electronic submission of financial and taxation information, including Single Touch Payroll (STP) reports, directly to the Australian Taxation Office (ATO).

SBR Network means the method of exchanging data with the ATO and other government agencies, in accordance with SBR.

Sending Service Provider or SSP means an entity directly connected to the ATO, that provides the technical service for one or multiple employers, registered agents or payroll software providers to deliver payroll reports to the ATO in the correct technical format or through a permitted technical channel and to receive Responses.

Single Touch Payroll or STP means the requirement for Employers to report certain payroll information in respect to employees to the ATO through the SBR Network, in accordance with STP Standards.

Single Touch Payroll: Business Implementation Guide means the guide issued by the ATO, as amended from time to time, which specifies the requirements for Single Touch Payroll reporting, including data specifications.

Site means places, servers and infrastructure from and by which we provide the STP Service, as advised by us from time to time.

STP Data means the payroll data included by or for the Employer in a Data File, which must comply with the ATO specifications, as amended.

STP Service means the STP service provided by us for reporting payroll information to the ATO.

STP Standards means the then current legislation, regulation and legislative instruments and other standards issued by the ATO and other relevant authorities, from time to time, that are applicable to Single Touch Payroll.

Terms and Conditions means the terms and conditions that apply to the STP Service which must be accepted by the Employer.

Update Event means the mechanism that allows an Employer to report a change to STP Data reported to the ATO.