

## TERMS & CONDITIONS

### **Business Users** (See pg 26 for Workers)

Last updated 20 April 2026

By accepting these terms & conditions you are entering a legally binding agreement between yourself and Casu (Casu Australia Pty Ltd and its subsidiaries).

1.1. The Casu mobile app ("Casu Platform") is a community jobs marketplace that is operated by Casu Australia Pty Ltd, and its subsidiaries, which provides a platform to facilitate the matchmaking of construction companies ("Businesses" / "Employers") with workers ("Individuals" / "Workers") who are looking for flexible employment opportunities and / or extra shifts. When this agreement refers to:

- (a) A "User" or "Users" includes Businesses on the Casu Platform;
- (b) "You" includes both Businesses on the Casu Platform;
- (c) "Casu Services" means the matchmaking of Businesses and Individuals; performing payroll for the Businesses, which includes PAYG withholdings payments to the Australian Taxation Office and superannuation payments to the Individuals' nominated superannuation accounts; and includes any other supplementary services provided by Casu on the Casu Platform. The Casu Services may be reviewed and updated, changed or deleted from time to time;
- (d) "Individuals" may also be referred to as "workers" or "casual employees";
- (e) "Businesses" may also be referred to as "employers"; and
- (f) "Policies" means Casu's Community Guidelines, Privacy Policy and Terms & Conditions.

1.2. Casu does not serve as an employer of any Individual on the Casu Platform and Users are in no way legally affiliated with Casu other than as may be described by the Terms & Conditions. Users agree that neither they nor Casu, intends to create a partnership, joint venture, employer-employee, or franchise relationship, and thus no such relationships are created with Casu. Casu expressly disclaims any contract, tort or any statutory liability arising in any dispute between Users of the Casu Platform. We reiterate that Casu only provides the services on the Casu Platform to facilitate a Business finding an Individual who is seeking to perform the job / shift, which includes payroll services.

1.3. The Casu Platform allows Users to create their own account via the mobile app. To complete the account creation, Users must provide all the information required by Casu. At the discretion of Casu, they may limit the participation of Users. This may arise when, but is not limited to: if a User's application is incomplete; if Casu does not operate in their location; the User is not legally entitled to post shifts on the platform; or if there is no demand for a particular role competency or role on the Casu Platform.

1.4. These terms and conditions ('Terms') apply to the use of the Casu Platform and any Casu Services and Users agree to be bound by these Terms. These Terms may be reviewed and amended at any time. Notification of the amended Terms may be sent to Users by email or as a general notice posted to each Users account. The amended Terms will then take effect from the next time a User logs onto the Casu Platform. The continued use of the Casu Platform by any User is subject to the current Terms as amended from time to time and if any User does not agree with the amendments to the Terms, then that User must stop using the Casu Platform.

## 2. USING THE PLATFORM

2.1. A Business who needs a shift performed must first create an account with Casu. After Casu has accepted / approved an account application, a Business may create and post a job / shift ad ("Posted Job" or "Posted Shift") which includes the date(s), start time(s), finish time(s), hourly rate and role competency, with a description of the service, as described in clause 9.1 of this Agreement. A Business may update a Posted Job / Shift after it has been published, but they cannot change a specific shift after it has been accepted by an Individual. A Business may cancel the shift at any time. Casu may also act on behalf of a Business to cancel or post a Job / Shift. Casu may also cancel any worker match on a job, at Casu's full discretion, including if Casu is unable to contact the worker. A Business may offer Individuals the shift after reviewing their profiles using the functionality on the Casu Platform. The Business may withdraw their offer anytime before the Individual has accepted the shift. If there are no applications for a Posted Shift before the start time, the shift will expire. A Business should be familiar with Casu's Community Guidelines before using the Casu Platform.

2.2. If in a Business's reasonable assessment, prior to the commencement of the job / shift the Worker is not ready, willing and able to perform the shift / job advertised in the Posted Job or Posted Shift, the Worker is not entitled to the payment of any wages

associated with that job / shift. For the avoidance of doubt, a Business must use all reasonable endeavours to make the determination contemplated in this clause (the Determination), prior to start of the job / shift. Where a Business makes the Determination once the job / shift has started, the obligation to pay the Workers will be dealt with on a case by case basis. Upon the Worker's arrival or during the shift, if the Worker arrives late or is determined to be not ready, willing and able to perform the work (including but not limited to being unfit for work, lacking required equipment, or not meeting safety requirements), the Business may:

- (a) send the Worker home without payment;
- (b) allow partial shift work with proportional payment;
- (c) determine the Worker is unsuitable for future shifts.

This will be determined by the Business on a case by case and the Business must ensure any action taken is lawful and reasonable in the particular circumstances.

2.3. Cancellations. Without limiting clause 2.2, a Business can cancel a job / shift at any time. A Business cannot cancel a shift / job after the shift time has begun (even minutes after). Each time a Worker works a shift, they have to be given by the Business at least 4 hours of work in a row. If the Business does not offer the Worker 4 hours of work in a row, the Business must still pay the Worker a minimum of 4 hours (provided the Worker carries out the work which was actually offered). The hours worked (four hours minimum) are confirmed in the "Sign Off" step via Casu's app which accounts for the hours worked, which may have been different to the hours originally agreed. See more at 2.6 regarding Timesheeting.

2.4. After an Individual accepts the offer from the Business, both User and Individual can communicate privately using Casu's chat function.

2.5. Once an Individual has accepted a job / shift from a Business then the Business and the Individual will be deemed to have entered into a separate casual employment contract or "Shift Contract". Under the Shift Contract the Business agrees to employ the Individual on a casual basis for only the days / hours specified via the Job Post they created, and the Individual agrees to this casual employment arrangement. As per casual employment legal standards, there is no guarantee / no firm advance commitment of ongoing or regular work following the completion of the Posted Shift ("Shift Contract"). The terms of the Shift Contract incorporate the terms of the Posted Shift described in clause 9.1 and the additional terms set out in clause 9.2

of this Agreement and any additional terms and conditions agreed between the Business and the Individual. Users agree not to enter into any contractual provisions in a Shift Contract that conflict with this Agreement. If the Business pays any tips to the Individual, that will be on top of the hourly rate agreed to in the Shift Contract. The terms of this Agreement incorporated into a Shift Contract take priority over any other terms agreed between a Business and an Individual in the Shift Contract to the extent of any inconsistency.

2.6. Timesheeting. (See more at 16.0) Individuals are responsible for submitting timesheets through the Casu app. If a Business accepts the hours submitted by the Worker, the timesheet is approved and the payment process will follow (See 3.0 for more information regarding payments). If the Business disputes the hours submitted, the Business will send back to the Worker the hours the Business believes the Worker worked. The Worker can either: accept these hours or they can choose to dispute the hours the Business has responded with, believing the hours they first submitted were correct. See 4.3 for Casu's Dispute Process. See 4.3 for Casu's Payment Process. Timesheets submitted and approved by the Business are final. No changes can be made after approval. The Worker and the Business should attempt to resolve any timesheet disputes directly before involving Casu.

2.7. Following the completion of timesheeting, both the Individual and Business is mandated to provide a review of each other using the 5 Star Reputation System (See 9.10). As an optional extra, Businesses are encouraged to provide a short written reference for any worker they rated highly (4+ Stars). Casu may contact Users to remind them to complete a Casu review.

2.8. Sharing account information. A Business acknowledges and agrees that where it provides Casu with the email address of the Business's accountant or bookkeeper (Third Party Contact) through its account on the Platform, the Business authorises Casu to share its account information (and any other information Casu deems relevant) with that designated Third Party Contact as part of Casu's monthly account summary.

2.9. The Casu Services may be reviewed and updated from time to time.  
Working Holiday Maker Employer Registration Authorisation

2.10. As part of the Casu Services, Users may authorise Casu to register them as an employer of working holiday makers (WHM) with the Australian Taxation Office (ATO) on their behalf.

2.11. Upon accepting the authorisation in the Casu Platform, a User agrees and authorises Casu to act as their representative to: (a) register the User (using the business details provided by that User) with the ATO as an employer of WHMs; (b) provide any required information or documentation to the ATO relating to the User's status as a WHM employer; and (c) receive any communications from the ATO regarding the User's registration as a WHM employer.

2.12. The User acknowledges and agrees that it is their responsibility to understand and comply with all relevant laws, regulations, and obligations relating to the employment of WHMs, including but not limited to taxation, superannuation, and visa requirements.

2.13. The User acknowledges and agrees that Casu's role is limited to the administrative task of registering the User with the ATO as an employer of WHMs. Casu does not provide any advice or guidance regarding the User's legal obligations as a WHM employer and the User holds Casu harmless from any claim arising from or in connection with a User's legal obligations as a WHM employer.

#### Permanent Employment Arrangements

2.14. If a Business wishes to offer permanent employment to a Worker following completion of casual shifts through the Casu Platform, the Business must:

- (a) follow the process outlined on the Casu Platform in order to notify Casu of the permanent employment arrangement;
- (b) pay the applicable recruitment fee as displayed on the Platform; and
- (c) complete any additional documentation required by Casu.

2.15. The recruitment fee becomes payable upon the Worker's acceptance of permanent employment, regardless of whether the Worker ultimately commences permanent employment, such as by completing a probation period. Casu reserves the right to update the recruitment fee from time to time, with changes taking effect in accordance with clause 1.4.

### 3. PAYMENT & PAYROLL SERVICES

3.1. A Business must link a valid credit/ debit card to their account prior to offering a shift to an Individual. It is the responsibility of the Business to ensure that valid and accurate details are used.

3.2. Casu facilitates the relationship between Business and Worker and this includes facilitating payment to the Worker of their earned wages through Casu's Payroll Services. By agreeing to Casu's Terms & Conditions, all Users are accepting the Payroll Services which are a key characteristic of the Casu Service. Businesses accept that payroll will be completed on their behalf, by Casu. Casu charges the Business' chosen payment method once a job is Booked, that is, once a Worker accepts a Job Offer from the Business. Only at this point, is the Business' chosen payment method charged and held securely via "Payment Provider", Stripe (see 3.4), until the work is complete and "Signed Off" (See 2.6). Once the timesheet is approved, the held payment is released by "Payment Provider", and is submitted into Casu's weekly payroll for payment to the Worker in the following Monday payroll run.

3.3. Payment breakdown. Casu will pay the Worker their net pay, based on the hourly rate set by the Business in the agreed Job Offer / Shift Contract. The hourly rate which is offered for a shift (which is then confirmed in the "Shift Contract" when a Worker accepts an Offer) must comply with all Australian laws (including Awards). It is the responsibility of the Business to ensure compliance with the minimum entitlements under any modern award which may apply to a Worker. Businesses have the capability to check the Workers' skills on their Casu profile, which provides the information they need to determine award rates. As well as paying the Worker their net pay, Casu will pay the Australian Taxation Office (ATO) the required PAYG withholdings and the Worker's superannuation to the nominated superannuation provider (indicated in the Worker's Profile), on behalf of the Casu Business User. The total amount billed to the Business also includes Casu's 16% service fee which includes GST. The Payment Amount is calculated before the job commences and is held securely until Sign Off is received from the Business (see 2.2). Payroll is processed every Monday. If Monday falls on a public holiday, processing will occur on the next business day. Once timesheets are approved, they are final and cannot be changed. The Business must carefully review all timesheet submissions before approval.

3.4. Workers are responsible for providing accurate and complete superannuation fund details through their Casu profile. Where Casu attempts to process a superannuation contribution to a Worker's nominated fund and the contribution is rejected or returned due to invalid, incomplete or incorrect member details:

- (a) Casu will notify the Worker and request updated superannuation details;
- (b) Casu will make a further attempt to process the contribution to the nominated fund once updated details are provided;
- (c) If, after notification and a further attempt, the contribution still cannot be successfully processed to the nominated fund, Casu will attempt to collect the employer's default superannuation fund details and process the contribution to that fund;
- (d) If the contribution cannot be successfully processed to the employer's default fund, Casu will process the contribution to Australian Retirement Trust as the default superannuation fund; and
- (e) The Business remains responsible for ensuring compliance with all statutory superannuation obligations.

Casu may restrict a Worker's access to work opportunities until valid and complete superannuation details are provided.

3.5. Casu uses third party service providers ("Payment Providers") to provide secure payment services, acting as a secure payment facilitator on behalf of the Business and Individual. The service is what enables Casu's Payroll Services including superannuation payment services. The Payment Providers perform the critical step of holding the payment amount so that Workers are paid and do not face the risk of Businesses being unable to pay their wages after a shift is complete. If a Business does not provide a Payment Method by which the necessary funds can be held by the Payment Provider, the Shift Contract will not proceed until a correct Payment Method is provided by the Business. By using the Casu Platform you agree to be bound by the Payment Providers' privacy policies, and hereby consent and authorise Casu and the Payment Provider to share any information and payment instructions you provide with one another and, to the extent required to complete your transaction. By registering and creating an account with Casu, you agree to be bound by the Payment Providers' terms and conditions which are located at <https://stripe.com/au/legal> and <https://ozedi.com.au/ozedi-portal-terms-of-use/> . Casu expressly states that the services offered by the Payment Provider are Third Party Services. If Users engage with any Third Party Service provider your agreement will be directly between you and that Third Party Service provider. Casu makes no representation or warranty as to the Third Party Services. You agree to release Casu and its employees and agents in respect of all liability for loss, damage or injury which may be

suffered by any person arising from any act or omission of any Payment Provider, including any issue with security or performance of the Payment Providers' platform or any error or mistake in processing our or your payment. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in making a payment or collecting your payment.

3.6. Overtime. Casu will calculate overtime payments based on the hours submitted via the Timesheet function (See 2.6 & 16.0). Businesses must also be aware of their legal requirements regarding overtime when they post a Job and when they keep an

Individual on a Job / Shift for additional hours which legally trigger overtime payments. If any Overtime payment has not been correctly paid, it is the Business who must make any outstanding payments to the Individual. This should be done via the Casu app and for any communications relating to these payments, the Business must contact Casu directly: info@casu.com.au. While Casu does place a hold on funds for jobs from the employer upfront (See 3.2), in some rare cases if the Individual works more hours than initially agreed, and Casu is unable to bill the employer for the difference, there may be a time where it is the worker's responsibility to recoup the difference. These situations are rare, do not impact any pre-agreed hours, and would result in strict limitations to the employer for future use of Casu. Businesses also agree they are liable for any underpayment which the Individual can hold them legally liable for.

Modern Award means the minimum terms and conditions of employment within a specific industry or occupation.

Modern Award means the minimum terms and conditions of employment which apply within a specific industry or occupation.

#### 4. INSURANCE

##### 4.1. The Business must:

(a) maintain current workers' compensation insurance as required by relevant state/territory legislation;

(b) comply with all statutory workers' compensation obligations in their jurisdiction;

(c) notify their workers' compensation insurer of any workplace injury as soon as they become aware of it;

(d) provide Workers with information about making workers' compensation claims and their rights;

(e) maintain appropriate records of any workplace injuries;

(f) cooperate with any workers' compensation investigation or claim process;

(g) implement appropriate return to work programs where required by legislation; and

(h) not take adverse action against a Worker for making a workers' compensation claim.

See WorkCover for details about Employers' / Businesses' legal requirements.

4.2. By accepting these terms and conditions, the Business accepts they are responsible for the Worker as they have entered into a legal casual employment relationship (with no ongoing commitment to work), and therefore the protections they are legally required to provide to their casual employees, apply to any workers accessed via the Casu app.

## 5. USER ACCOUNTS

5.1. All registrations / applications to join Casu must be made through the Casu Platform / app, with real and verifiable information. Casu may perform background checks and vet Individuals before accepting them on the Casu Platform, however Casu does not verify any Worker/Individual's qualifications including White Cards. Businesses including Owners and Managers may create a separate Business account. Business Users must sign up with the Australian Business Number (ABN) they will be paying their Workers via (though the process is done on the Business Users' behalf). The ABN the Businesses provide will be the ABN that they pay the Workers from. Once Businesses have entered their chosen ABN, it cannot be changed.

5.2. Your account is your responsibility and cannot be sold or transferred. To create an account and use the Casu Services you must be able to form legally binding contracts under applicable law. Casu Services are not available to persons under 18 years of age. If you do not qualify to use the Casu Services, you must not use the services.

5.3. While you are registered with Casu you must maintain control of your Casu account. You may not deal with your account (including feedback and associated UserID) in any way (including by allowing others to use your account or by transferring or selling the account or any of its content to another person).

5.4. At its absolute discretion, Casu may refuse to allow any person to register or create an account with Casu or cancel or suspend any existing account.

## 6. USER'S OBLIGATIONS

6.1. All Users agree that at all times:

(a) You will comply with this Agreement (including all Casu Policies) and all applicable laws and regulations;

(b) You will post only accurate information on the Casu Platform;

(c) You will promptly and efficiently perform all your obligations to other Casu Users under a

Shift Contract and to Casu under this Agreement;

(d) all content (whether provided by Casu, a User or a third party) on the Casu Platform may not be used on third party sites or for other business purposes without Casu's prior permission;

(e) You will ensure that you are aware of any laws that apply to you as a Business, or in relation to any other way(s) that you use the Casu Platform;

(f) You must not use the Casu Platform to provide or solicit labour hire services; and

(g) You must not use the Casu Platform for any illegal or immoral purpose.

6.2. Each Business warrants that at all times:

(a) You must comply with the Australian Competition and Consumer Commission (ACCC) guide 'Misleading job and business opportunity adverts: how to handle them'. This publication can be accessed at <http://www.accc.gov.au/publications/misleading-job-and-business-opportunity-adverts-how-to-handle-them>.

(b) Any Job / Shift that a Business uploads to the Casu Platform does not contravene applicable anti-discrimination and/or equal opportunity legislation as amended from time to time, including anti-discrimination legislation relating to age, disability, sex or sexual orientation, race, religion or ethnicity.

(c) The Shift Contract and any terms and conditions of the Posted Shift offered by the Business to the Individual must comply with local legislation.

(d) The Business will provide a safe working environment for Individuals and comply with the relevant workplace health and safety legislation.

(e) If the Business has an Enterprise Agreement or Enterprise Bargaining Agreement, it is their sole responsibility to ensure compliance with these Agreements. Casu does not guarantee compliance or offer services to ensure this compliance. You must not use Cause if you are not compliant.

6.3. Each User grants to Casu an unrestricted, worldwide, royalty-free license to use, reproduce, modify and adapt any content and information posted on the Casu Platform for the purpose of including that material and information on the Casu Platform and as otherwise may be required to provide the Casu Service, for the general promotion of the Casu Service and as permitted by this Agreement.

6.4. Each User warrants that any information posted on Casu Platform must not, in any way whatsoever, be potentially or actually harmful to Casu or any other person. "Harm" includes, but is not limited to, economic loss that will or may be suffered by Casu. Without limiting any provision of this Agreement, any information you supply to Casu must be up to date and kept up to date and must not:

- (a) be false, inaccurate or misleading or deceptive;
- (b) be fraudulent or involve the sale of counterfeit or stolen items;
- (c) be defamatory, libellous, threatening or harassing;
- (d) violate any applicable law, statute, ordinance or regulation (including, but not limited to, those governing export and import control, consumer protection, unfair competition, criminal law, anti-discrimination and trade practices/fair trading laws);
- (e) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or intellectual property rights, rights of publicity, confidentiality or privacy;
- (f) be obscene or contain any material that, in Casu's sole and absolute discretion, is in any way inappropriate or unlawful, including, but not limited to obscene, inappropriate or unlawful images;
- (g) contain any malicious code, data or set of instructions that intentionally or unintentionally causes harm or subverts the intended function of any Casu Platform, including, but not limited to viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs 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.

6.6. Businesses agree that when you enter into a Shift Contract using the Casu Platform you create a legally binding contract with an Individual unless the transaction is prohibited by law or by this Agreement (including the Casu Policies). The Shift Contract can be cancelled by either party, but only until the Shift begins. (See 2.4 for specific obligations relating to cancellations). If you do not comply with your obligations to an Individual under a Shift Contract, you may become liable to that other Individual based on local laws. If an Individual breaches any obligation to you, you and not Casu are responsible for enforcing any rights that you may have with that Individual.

6.7. If Casu determines at its sole discretion that a User has breached any obligation under this clause 6, it reserves the rights to remove any content, offer of work or Posted Shift a User has submitted to the Casu Service or cancel or suspend the User account.

6.8. It is the Business's responsibility to adhere to any obligations regarding long-service leave portals and similar schemes, together with break requirements as per any applicable legislation and awards.

## 7. COMMUNICATIONS

7.1. By signing up to Casu, You agree and consent to be contacted by, and to receive and accept communications from Casu and authorised partners, representatives, and/or affiliates via different communication methods, including but not limited to push notifications, SMSs, emails, and/or phone calls. By consenting to being contacted, You understand and agree that You may receive communications on various subjects, including but not limited to: (1) transactional communications relating to Casu; (2) promotional or marketing communications; or (3) news concerning Casu or the construction industry. Message and data rates may apply. By agreeing to these Terms and Conditions you are consenting to be contacted and you represent that the contact details that you have provided to Casu are true and correct, and that you will promptly notify Casu if and when You stop using or change any of contact details. .

7.2. To opt out of promotional or marketing material you can UNSUBSCRIBE from Casu's marketing communications via links in the emails or by emailing Casu on [marketing@casu.com.au](mailto:marketing@casu.com.au). To opt out of SMS communications you can reply 'STOP' in the SMS message thread.

## 8. FEES

8.1. Registering and creating an account with Casu is free. There is no charge for a Business to Post Shifts, or for other Casu Users to review content on the Casu Platform, including Posted Shifts. However, before a Business can Post a Job, they must nominate a preferred payment method. This payment method will not be charged until a Worker is Booked (see 3.2).

8.2. Casu charges Business Users a 16% Service Fee for its Services which includes GST. This fee only applies when a Job is Booked and completed. This fee is held securely with the total payment taken (which accounts for Worker payment) and will be distributed to Casu when the work is completed by the Worker / Individual, for the Business.

8.3. To be clear, Service Fees will be calculated only on the Total Shift Value paid by the Business to the Individual through the platform. Any other income (such as Tips) or expenses (such as Transport) incurred will not be included in any calculation of the Service Fees.

8.4. Casu may from time to time change the Service Fees and the terms applying to their payment. Any change relating to the Service Fees is effective fourteen (14) days after Casu notifies you of that change by sending a message to your Casu account.

8.5. Casu may choose to temporarily modify the Service Fees, or the terms applying to their payment, in its sole discretion. Notification of temporary modifications will also be sent to your Casu account.

8.6. The whole or part of any fees and charges made by you to Casu to access our Platform will be non-refundable to cover our estimated losses resulting from resources spent providing you with access to the Platform. This clause does not seek to limit your rights under the Australian Consumer Law (ACL).

8.7. If Casu introduces a new service on the Casu Platform, the fees applying to that service will be payable as from the launch of the service and will also be "Service Fees" under this Agreement.

8.8. In the event of a cancellation of a Booked Job (Worker has Accepted a Job Offer), a

4.0% transaction fee applies to Business Users in the following circumstances: If the Job / Shift does not proceed because a User cancels it, the charged amount will remain on the Business' Casu account for the Business' next job (the next time Workers are required). Alternatively, Businesses can receive a refund for the full amount minus a 4,0% transaction fee.

## 9. POSTING JOBS / SHIFTS, APPLYING & HIRING

9.1. A Job may be posted which includes one Shift (requiring only one Worker over one day) or it may include multiple shifts (Worker/Workers required over multiple days). A Posted Job / Shift must include the following details in order to be accepted by Casu:

(a) Date(s), start and finish time(s).;

(b) Hourly rate: the hourly rate that the Business is prepared to pay for the services required

(See 3.3) , including any shift loadings and entitlements; and (c) Role: role competency required.

(d) If any driving is required on the job.

We recommend the additional details be included in the Shift Description, as follows:

(a) Description and House Rules: a short description of the Worker's required services and details about the Business for the Individual's attention;

(b) Proximity: whether the Individual may be required to perform services at more than one location; which means the driving requirement will need to be specified (see (d) above) with a clear description of the driving distance / location expectations.

9.2. A Shift Contract will require the Individual / Worker to:

(a) Perform all duties described in the Posted Shift(s) to the best of its ability at all times;

(b) Perform any other duties that are usually performed by a person carrying out the role described in the Posted Shift, which is consistent with its skills, training and experience; and

(c) Follow all reasonable and lawful directions given to you by the Business / Employer, including complying with policies and procedures provided to it by the Business at the commencement of the shift.

9.3. Service Fees do not include any fees that may be due to Third Party Service Providers. All Third Party Service fees must be paid pursuant to your separate agreement with the Third Party Service provider.

9.4. As well as the mandatory details mentioned in paragraph 9.1, a Business may choose to specify additional terms that s/he wants to apply to the transaction such as a qualification (for example, a White Card), or experience with specialised equipment. The Business acknowledges and agrees that it must take steps to verify the Individual's experience or qualifications.

9.5. Businesses must describe the service fully and accurately and include all terms of supply that you want to apply, as well as any information required by law. Posted Shifts may only include text. You must have the legal right to use any content that you post. Casu may, in its sole discretion, remove any Posted Shift for any reason.

9.6. Once an Individual accepts an offer from a Business, no further negotiations are permitted on the Casu Platform in relation to the provision of the relevant services. If, after the Individual accepts an offer from a Business, the Individual and Business wish to discuss any other details related to the Shift (for example, confirming the duration of a Shift or uniform to be worn), they may contact each other directly via the Chat function on Casu.

9.7. If a Casu User wishes to complain about any review made on the Casu Platform, please either use platform functionality, or email Casu using the contact information on the Casu Platform.

9.8. Businesses may withdraw any Posted Shift at any time prior to the shift beginning. However, once an Individual has accepted the offer from a Business, the payment for the agreed work will be held securely. (See 3.) If the Job / Shift does not proceed because a User cancels it, the charged amount will remain on the Business' Casu account for the

Business' next job (the next time Workers are required). Alternatively, Businesses can receive a refund for the full amount minus a 4.0% transaction fee.

9.9. A Casu Business has no obligation whatsoever to make an offer on any Posted Shift, though they will not fill the position without offering the work to matched Workers. A Worker has no obligation whatsoever to accept Job Offers.

9.10. Ratings. To ensure quality, Casu includes a rating system into their services. The rating system gives Businesses the opportunity to reflect and rate, out of five stars, their experience with Individuals. Each Users' profile will aggregate their ratings and these are visible to the relevant users of Casu. This Rating mechanism creates transparency on the quality of Individuals. It enables Casu's Users to make informed decisions before submitting a Job Offer. It is entirely the Business' decision who they would like to offer work to. Ratings can play a key factor in this decision making process.

## 10. FEEDBACK

10.1. Casu is entitled to suspend or terminate your account at any time if Casu, in its sole and absolute discretion, is concerned by any feedback about you, or considers your feedback Rating to be problematic for other Businesses or Individuals.

10.2. To continue to improve our Casu Platform, please let us know of any issues that you experience using a Third Party Service by contacting us at [info@casu.com.au](mailto:info@casu.com.au)

## 11. LIMITATION OF LIABILITY AND INDEMNITY

11.1. Except for liability in relation to a breach of any non-excludable condition, Casu's liability to any User of this service is limited to the lower of the total amount of fees paid by that User to Casu during the six month period prior to any incident causing liability of Casu, and five hundred dollars (\$US500).

11.2. Casu's liability to you for a breach of any non-excludable condition (other than a non-excludable condition that by law cannot be

limited) is limited, at our option to providing again or paying the cost of providing again, services in respect of which the breach occurred.

Neither Casu, or its subsidiaries shall be liable for any of the following, whether based on tort, contract or any other area of law for Consequential Loss including loss of trade, revenue, profits or other economic advantage or loss or inaccuracy of data. This limitation of liability includes any of the foregoing types of damages arising from your access or use of the Casu platform.

11.3. To the maximum extent permitted by law, Casu excludes liability for the acts, omissions or representations of Individuals. This includes representations made by Individuals in relation to their experience or qualifications.

11.4. Each party's liability for any liability under these Terms will be reduced proportionately to the extent the relevant liability was caused or contributed to by the acts or omissions of the other party or any of that party's personnel, including any failure by that party to mitigate its losses.

11.5. You agree to fulfill all your tax obligations relating to your Workers, including (but not limited to):

- (a) any taxation obligations relating to the employment of WHMs;
- (b) paying any Superannuation Contributions;
- (c) withholding any amounts you are required to withhold pursuant to section 12-35 of Schedule 1 of the Taxation Administration Act 1953 (Cth); and
- (d) paying any applicable Payroll Tax in respect of payments made to your Workers;

you agree to indemnify us, to the fullest extent provided under the law, for any costs or expenses we incur arising out of or in connection with your failure to comply with clause 11.5;

Consequential Loss means, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise; any loss or damage that cannot be considered to arise according to the usual course of things from the relevant breach, act or omission, whether or not such loss or damage may reasonably be supposed to have been in the contemplation of the parties at the time they entered into these Terms as the probable results of the relevant breach, act or omission, and/or, any real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss

of reputation, loss of use and/or loss or corruption of data. Casu and you agree that your obligation to pay us the Fee under these Terms will not constitute "Consequential Loss".

## 12. DEFAULT IN TRANSACTIONS

12.1. If you fail to complete a transaction (your payment method fails) and do not have a lawful excuse for such failure, then in addition to Casu's rights under this Agreement (including any Casu Policy) to suspend (temporarily or indefinitely) or terminate any User's account, you may be in breach of your obligations to both Casu and the Individual with whom you are transacting under a Shift Contract.

## 13. PRIVACY

13.1. Casu's Privacy Policy, applies to all Users and forms part of this Agreement. Use of the Casu Platform confirms that you consent to and authorise the collection, use and disclosure of your personal information in accordance with Casu's Privacy Policy.

13.2. Third Party Service providers will provide their service pursuant to their own Privacy Policy. Prior to acceptance of any service from a Third Party you must review and agree to their terms of service including their privacy policy.

## 14. NO WARRANTY

14.1. Except for liability in relation to any Non-Excludable Condition, the Casu Service is provided on an "as is" basis, and without any warranty or condition, express or implied. To the extent permitted by law, we and our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement to the extent allowed by law.

## 15. NO AGENCY

15.1. No partnership, joint venture, employee-employer, principal-agent or other similar relationship is created by this Agreement between Casu and its User. In particular, you have no authority to bind Casu, its

related entities or affiliates in any way whatsoever. Casu confirms that all Third Party Services that may be promoted on the Casu Platform are provided solely by such Third Party Service providers. To the extent permitted by law, Casu specifically disclaims all liability for any loss or damage incurred by any Users in any manner due to the performance or non-performance of such Third Party Service.

## 16. TIMESHEET & DISPUTES

16.1. Businesses must Sign Off Individuals' submitted hours. Once the Job is finished, the Individual will submit their actual hours worked for the Business to approve the final timesheet. Changes can be easily made by the Individuals by editing the hours worked on various days before submitting their timesheet for Business' approval. Business Users are the employer of the Individual and so can either accept or dispute the hours they have submitted. (See 16.2 below). If a Business accepts the hours submitted, they approve the timesheet and payment is released, and Casu's Payroll Services will follow. If a Business disagrees with the hours an Individual has submitted, the Business can dispute them and send back to the Individual the hours the Business believes they worked. The Individual can either: accept these hours, and the timesheet will be submitted and payroll will follow accordingly; or the Individual can choose to dispute the hours the Business has sent back to them (believing the hours they, the Individual, first submitted were correct).

16.2. For any disputes on the hours worked, and the Worker and Business are unable to reach agreement after genuine attempts to resolve the dispute directly, either party may request Casu to act as mediator. Casu will first look at the geotags that the workers can log via the Casu app. This feature enables workers to check-in/out of the job site which provides helpful evidence relating to timesheeting. Casu will prompt workers reminding them to use the geotag check-in/out feature to ensure we can rely on evidence when handling disputes. We highly recommend Business Users remind Individuals (their casual employees) to check-in and out so that this evidence is readily available for both parties. If this evidence isn't available, Casu will handle disputes on a case-by-case basis, using other evidence and information available to them. Casu will make a determination of hours worked based on all the information available, inform both parties of the hours confirmed, and ensure payments are processed accordingly.

16.3. Casu will always strive to get the most fair and reasonable outcome. This is why Casu relies on evidence when reviewing any timesheet disputes, and encourages Businesses to provide as much

information to Casu as possible. Casu will make an impartial evaluation but if either party is dissatisfied with the outcome, Users have the option of taking the matter to their local court or tribunal at their own cost.

16.4. Users must note that when a timesheet is submitted and signed off, no changes to the 'hours worked' can be made after this process. Business Users are unable to change any hours once they have accepted and signed off the hours submitted by the Individual. Therefore, Casu highly recommends all Users to be as diligent as possible when approving timesheets.

## 17. TERMINATION

17.1. Businesses may terminate an account and this Agreement at any time for any reason.

17.2. Casu may terminate this Agreement for convenience with 30 days written notice to the User.

17.3. Either party may terminate this Agreement:

- i with immediate effect for a material breach of the Agreement; or
- ii with immediate effect if a breach of the Agreement is unrectified for 10 business days after receipt of a breach notice.

17.4. Third Party Services are subject to Third Party Service provider terms and conditions.

17.5. Upon expiry or termination of your Membership:

- (a) we will remove your access to the Platform;
- (b) where we terminate your Membership as a result of your unrectified default, you also agree to pay us our reasonable additional costs directly arising from such termination, including recovery fees.

17.6. Where termination is due to our breach of these Terms, we agree to refund you for any prepaid unused Fees on a pro-rata basis.

17.7. Termination of an account will not affect any rights or liabilities that a Party has accrued under these Terms.

17.8 Notwithstanding every clause of this Agreement, upon termination or expiry of this Agreement, Casu will retain your data (including copies) as required by:

- (a) applicable laws and regulatory requirements; and
- (b) legitimate business purposes including dispute resolution, compliance monitoring, and audit requirements.

17.9. This clause, Sections 3 (Payment), 8 (Fees), 11 (Limitation of Liability), 17.8 and any other terms which by their nature should continue to apply, will survive any termination or expiration of this Agreement.

## 18. GENERAL

### 18.1. GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

### 18.2. WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

### 18.3. SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

### 18.4. JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally. 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.

#### 18.5. ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

#### 18.6 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

#### 18.7 PUBLICITY

Despite anything to the contrary, you agree that we may advertise or publicise the broad nature of our supply of the Casu Services to you, including on our website or in our promotional material.

### 19. MODIFICATIONS TO THE AGREEMENT

19.1. Casu may modify this Agreement and/ or the Policies (and update the Casu pages on which they are displayed) from time to time. Casu will send notification of such modifications to your Casu account. You should check that account regularly.

19.2. Except as stated in this Agreement, in a Policy, or as otherwise notified to you, all amended terms will automatically be effective 30 days after they are initially notified to you. Each time you use the Casu Platform in any manner after the expiry of that 30 day period or such other notice period notified to you, you acknowledge any changes to the Agreement (including the Policies) and confirm your agreement to be bound by the Agreement as it may have been varied.

19.3. If you do not agree with any changes to this Agreement (or any of our Policies), you must terminate your Casu account and stop using the Casu Services. Except as specifically described in or authorised by this Agreement, the terms of this Agreement and any Casu Policy cannot be amended except in writing signed by you and Casu. There will be no

penalties imposed on you for terminating the Casu Services under this clause.

## 20. NOTICES

20.1. Except as stated otherwise, any notices must be given by email to Casu's contact address (info@casu.com.au) as displayed on the Casu Platform or to Casu Users' contact address as provided at registration. Any notice shall be deemed given:

(a) if sent by email, 24 hours after email is sent, unless the sender is notified that the email address is invalid or the email is undeliverable, and

(b) Notices related to the performance of any Third Party Service must be delivered to such Third Party as set out in Third Party Service Provider terms and conditions.

## 21. SERVICE LIMITATIONS

21.1. The Platform is made available to you strictly on an 'as is' basis. Without limitation, you acknowledge and agree that Casu cannot and does not represent, warrant or guarantee that:

(a) the Platform will be free from errors or defects;

(b) the Platform will be accessible at all times;

(c) messages sent through the Platform will be delivered promptly, or delivered at all;

(d) information you receive or supply through the Platform will be secure or confidential; or

(e) any information provided through the Platform is accurate or true.

## 22. INTELLECTUAL PROPERTY

22.1 Casu retains ownership of all materials developed or provided (or both, as the case may be) in connection with the Services (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (Service Content) and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you.

22.2 You may make a temporary electronic copy of all or part of the Service Content for the sole purpose of viewing it and applying for a Shift Listing. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Service Content without prior written consent from Casu or as permitted by law.

22.3 In this clause, "Intellectual Property Rights" means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this agreement both in Australia and throughout the world.

22.4 You must not, without our prior written consent:

- (a) copy, in whole or in part, any of our Intellectual Property Rights;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of our Intellectual Property Rights to any third party; or
- (c) breach any Intellectual Property Rights connected with the Platform, including (without limitation) altering or modifying any of our Intellectual Property Rights, causing any of our Intellectual Property Rights to be framed or embedded in another website, or creating derivative works from any of our Intellectual Property Rights.

## 23. DISCLAIMERS

23.1 (Employment or contractual relationship) Casu will have no liability or obligation to you, and you will not be entitled to any compensation from Casu, for any issues arising out of any employment or contractual relationship between you and an Individual as a result of your use of the Platform.

23.2 (Compliance with laws) You are responsible for complying with all applicable laws, rules, regulations and industry standards in any employment or contractual services you offer or receive through the Platform, including but not limited to industry laws, regulations and codes, and applicable privacy laws.

23.3 (Security) Casu does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with your use of the Platform. You should take your own precautions to ensure that the process you employ to access the Platform does not expose you to the risk of viruses, malicious computer code or other forms of interference.

## TERMS & CONDITIONS

**Workers** (See pg 1 for Businesses)

Last updated 20 April 2026

By accepting these terms & conditions you are entering a legally binding agreement between yourself and Casu (Casu Australia Pty Ltd and its subsidiaries).

1.1. The Casu mobile app ("Casu Platform") is a community jobs marketplace that is operated by Casu Australia Pty Ltd, and its subsidiaries, which provides a platform to facilitate the matchmaking of construction companies ("Businesses" / "Employers") with workers ("Individuals" / "Workers") who are looking for flexible employment opportunities and / or extra shifts. When this agreement refers to:

- (a) A "User" or "Users" includes Individuals on the Casu Platform;
- (b) "You" includes Individuals on the Casu Platform;
- (c) "Casu Services" means the matchmaking of Businesses and Individuals; performing payroll for the Businesses, which includes PAYG withholdings payments to the Australian Taxation Office and superannuation payments to the Individuals' nominated superannuation accounts; and includes any other supplementary services provided by Casu on the Casu Platform. The Casu Services may be reviewed and updated, changed or deleted from time to time;
- (d) "Individuals" may also be referred to as "workers" or "casual employees";
- (e) "Businesses" may also be referred to as "employers";
- (f) "Policies" means Casu's Community Guidelines, Privacy Policy and Terms & Conditions; and
- (g) "AI Systems" means any machine-based system that can, for given sets of objectives, generate outputs such as predictions, recommendations, decisions, or content that can influence the environment it interacts with, and includes generative AI tools, large language models, chatbots, and AI-assisted productivity tools.

1.2. Casu does not serve as an employer of any Individual on the Casu Platform and Users are in no way legally affiliated with Casu other than as may be described by the Terms & Conditions. Users agree that neither they nor Casu, intends to create an independent contractor relationship, partnership, joint venture, employer-employee, principal-agent or franchise relationship, and thus no such relationships are created with Casu. Casu expressly disclaims any contract, tort or any

statutory liability arising in any dispute between Users of the Casu Platform. We reiterate that Casu only provides the services on the Casu Platform to facilitate a Business finding an Individual who is seeking to perform the job / shift, which includes payroll services.

1.3. The Casu Platform allows Users to create their own account via the mobile app. To complete the account creation, Users must provide all the information required by Casu. At the discretion of Casu, they may limit the participation of Users. This may arise when, but is not limited to: if a User's application is incomplete; if Casu does not operate in their location; the User is not legally entitled to perform shifts on the platform; or if there is no demand for a particular role competency or role on the Casu Platform.

1.4. These terms and conditions ('Agreement') apply to the use of the Casu Platform and any Casu Services and Users agree to be bound by this Agreement. This Agreement may be reviewed and amended at any time. Notification of the amended Agreement may be sent to Users by email or as a general notice posted to each Users account. The amended Terms will then take effect from the next time a User logs onto the Casu Platform. The continued use of the Casu Platform by any User is subject to the current Terms as amended from time to time and if any User does not agree with the amendments to the Terms, then that User must stop using the Casu Platform.

1.5 AI Usage: Notwithstanding any other term of this Agreement, each User grants to Casu a perpetual, irrevocable, worldwide, royalty-free right and license to use, process, analyse and incorporate any data, information, content or materials provided by the User or generated through the User's use of the Casu Platform to train, develop, improve and enhance the Casu Services, and AI Systems which Casu uses in connection with the Casu Services. The User acknowledges and agrees that:

(a) Casu may use AI Systems trained using your data to provide services to other Users and for Casu's other business purposes;

(b) Casu will only use aggregated and de-identified versions of your data for AI training purposes, and will implement reasonable security measures to protect such data;

(c) any improvements or enhancements to Casu's AI Systems of Casu Services resulting from the use of your data will be owned exclusively by Casu; and

(d) this right to use your data for AI training purposes survives the termination or expiry of this Agreement.1.6 Data Usage: When you use the Casu Platform and Casu Services, Casu may create anonymised statistical data from your data and usage of the Casu Platform (for

example, through aggregation or other de-identification processes). Once anonymised, Casu owns that data and may use it for Casu's own purposes, such as to provide and improve the Casu Services, to develop new services or service offerings, to identify business trends, and for other uses Casu communicates to you.

## 2. USING THE PLATFORM

2.1. A Business may create and post a job / shift ad ("Posted Job" or "Posted Shift") which includes the date(s), start time(s), finish time(s), hourly rate and role competency, with a description of the service, as described in clause 9.1 of this Agreement. A Business may update a Posted Job / Shift after it has been published, but they cannot change a specific shift after it has been accepted by an Individual. A Business may cancel the shift at any time. Casu may also act on behalf of a Business to cancel or post a Job / Shift. Casu may also cancel any worker match on a job, at Casu's full discretion, including if Casu is unable to contact the worker. A Business may offer Individuals the shift after reviewing their profiles using the functionality on the Casu Platform. The Business may withdraw their offer anytime before the Individual has accepted the shift. If there are no applications for a Posted Shift before the start time, the shift will expire.

2.2. A Worker ("Individual") who is seeking to perform a shift using our platform must first complete their profile to join Casu. A Worker must only create a profile in their personal capacity, and must not create a profile on behalf of any other legal entity or offer labour hire services. If Casu accepts their profile, the Worker must agree to this Agreement prior to using the platform. After they agree, they may review and accept any shifts they have received a "Job Offer" / notification for. Workers will only receive Offers for shifts which match their availability, role competencies and proximity preferences. It is also critical that the Worker provides the correct details on their profile relating to their skills and experience, so that the Business can correctly pay the Worker according to award rates. By accepting a Posted Shift the Worker confirms that s/he is legally entitled to and capable of performing the work described in the Posted Shift. A Worker may change their availability at any time before they accept an offer (a Shift) from the Business. A Worker should be familiar with Casu's Community Guidelines before using the Casu Platform. Workers may be entitled to certain benefits and entitlements as per any applicable legislation and awards. Workers acknowledge and agree that it is the responsibility of the Business, as the employer, to ensure adherence to these requirements.

2.3. The Worker represents and warrants that they have the necessary skills and competence to perform the work described in the Posted Shift.

2.4. The Worker acknowledges and agrees that if the Worker is not ready, willing and able to perform the job/shift (including arriving late), the Business may determine the Worker is not suitable for the work and may send the Worker home. In such cases, the Worker may not be entitled to any payment or may only receive partial payment, determined on a case-by-case basis.

2.5 If the Worker arrives late to a scheduled shift, the Business may:

- (a) send the Worker home without payment;
- (b) allow partial shift work with proportional payment; or
- (c) determine the Worker is unsuitable for future shifts.

The specific outcome will be determined depending on the circumstances and impact of the lateness. This will be determined by the Business on a case by case and the Business will ensure any action taken is lawful and reasonable in the particular circumstances.

2.6. Cancellations. Without limiting clause 2.4, a Worker and a Business can cancel a job / shift at any time. However, a Business cannot cancel a shift / job after the shift time has begun (even minutes after). Each time a Worker works a shift, they have to be given by the Business at least 4 hours of work in a row. If the Business does not offer the Worker 4 hours of work in a row, the Business must still pay the Worker a minimum of 4 hours (provided the Worker carries out the work which was actually offered). The hours worked (four hours minimum) are confirmed in the "Sign Off" step via Casu's app which accounts for the hours worked, which may have been different to the hours originally agreed. See more at 2.7 regarding Timesheeting.

2.7. After an Individual accepts the offer from the Business, both User and Individual can communicate privately using Casu's chat function. Once an Individual has accepted a job / shift from a Business then the Business and the Individual will be deemed to have entered into a separate casual employment contract or "Shift Contract". Under the Shift Contract the Business agrees to employ the Individual on a casual basis for only the days / hours specified via the Job Post they created, and the Individual agrees to this casual employment arrangement. As per casual employment legal standards, there is no guarantee / no firm advance commitment of ongoing or regular work

following the completion of the Posted Shift ("Shift Contract"). The terms of the Shift Contract incorporate the terms of the Posted Shift described in clause 9.1 and the additional terms set out in clause 9.2 of this Agreement and any additional terms and conditions agreed between the Business and the Individual. Users agree not to enter into any contractual provisions in a Shift Contract that conflict with this Agreement. If the Business pays any tips to the Individual, that will be on top of the hourly rate agreed to in the Shift Contract. The Individual must provide the casual employment services to the Business in accordance with the Shift Contract, unless the services are prohibited by law, by this Agreement, an agreement between the User and a Third Party Provider or by any of our Policies. The terms of this Agreement incorporated into a Shift Contract take priority over any other terms agreed between a Business and an Individual in the Shift Contract to the extent of any inconsistency.

2.8. Timesheeting. (See more at 15.0) When an Individual begins a shift, Casu highly recommends the Individual utilises the geotagging "check-in / out" feature available on the Casu app. This provides valuable evidence in the "Sign Off" / Timesheeting step of the casual employment arrangement. Once an Individual has fulfilled the casual employment arrangements / finished the shifts specified by a Business in accordance with the agreed Shift Contract, the Individual must confirm the final duration of the shift with the Business. This is done via the Casu app where the Individual submits their actual hours worked, factoring in any changes or breaks. If the actual shift duration differs to what was agreed to in the Shift Contract, the Individual will submit this to the Business who can accept or dispute the hours submitted by the Worker / Individual. Individuals are responsible for submitting timesheets through the Casu app. If a Business accepts the hours submitted by the Worker, the timesheet is approved and the payment process will follow (See 3.0 for more information regarding payments). If the Business disputes the hours submitted, the Business will send back to the Worker the hours the Business believes the Worker worked. The Worker can either: accept these hours or they can choose to dispute the hours the Business has responded with, believing the hours they first submitted were correct. Timesheets submitted and approved by the Business are final. No changes can be made after approval. The Worker and the Business should attempt to resolve any timesheet disputes directly before involving Casu. See 3.0 for Casu's payment process. See 15.0 for Casu's dispute process.

2.9. Following the completion of timesheeting, both the Individual and Business is mandated to provide a review of each other using the 5 Star Reputation System (See 9.10). As an optional extra, Businesses are encouraged to provide a short written reference for any worker they

rated highly (4+ Stars). Casu may contact Users to remind them to complete a Casu review.

2.10. Individuals agree to notify Casu via the Casu Platform if a Business engages the individual outside of the Casu Platform on a permanent employment basis.

2.11. The Casu Services may be reviewed and updated from time to time.

### 3. PAYMENT & PAYROLL SERVICES

3.1. Individuals are required to link a bank account to their Casu account prior to accepting any work offers / shifts. It is the responsibility of the Individual to ensure that valid and accurate details are used. Casu takes no responsibility for payments made to Individuals' incorrect bank account, and it is the Individual's responsibility to raise this issue with Casu if this takes place, though Casu makes no promises this error of the Individuals can be rectified.

3.2. Casu facilitates the relationship between Business and Worker and this includes facilitating payment to the Worker of their earned wages through Casu's Payroll Services. By agreeing to Casu's Terms & Conditions, all Users are accepting the Payroll Services which are a key characteristic of the Casu Service.

3.3. Payment breakdown. Casu will pay the Worker their net pay, based on the hourly rate set by the Business in the agreed Job Offer / Shift Contract. The hourly rate which is offered for a shift (which is then confirmed in the "Shift Contract" when a Worker accepts an Offer) must comply with all Australian laws (including Modern Awards). It is the responsibility of the Business to ensure compliance with the minimum entitlements under any Modern Award which may apply to a Worker. As well as paying the Worker their net pay, Casu will pay the Australian Taxation Office (ATO) the required PAYG withholdings and the Worker's superannuation to the nominated superannuation provider (indicated in the Worker's Profile), on behalf of the Casu Business User. Workers are responsible for ensuring that their profile on the Casu Platform is up-to-date so that they are correctly paid pursuant to any applicable Modern Award. In the event that:

(a) the Business and the Worker agree for the Worker to provide additional services or work additional hours;

(b) the Worker performs additional services or works additional hours (including any Overtime - see 3.6); or

(c) the Worker is entitled by law to additional compensation,

that results in an increase in the amounts to be paid by the Business to the Worker than what was originally agreed in the Job Offer / Shift Contract, then the Business is liable to pay the difference and the Worker hereby releases and holds Casu harmless from any and all amounts owing to the Worker as a result of such a variation to a Job Offer / Shift Contract, and agrees that its sole remedy is to make a claim against the Business.

3.4. Workers are responsible for providing accurate and complete superannuation fund details through their Casu profile. Where Casu attempts to process a superannuation contribution to a Worker's nominated fund and the contribution is rejected or returned due to invalid, incomplete or incorrect member details:

(a) Casu will notify the Worker and request updated superannuation details;

(b) Casu will make a further attempt to process the contribution to the nominated fund once updated details are provided;

(c) If, after notification and a further attempt, the contribution still cannot be successfully processed to the nominated fund, Casu will attempt to collect the employer's default superannuation fund details and process the contribution to that fund;

(d) If the contribution cannot be successfully processed to the employer's default fund, Casu will process the contribution to Australian Retirement Trust as the default superannuation fund; and

(e) The Business remains responsible for ensuring compliance with all statutory superannuation obligations.

Casu may restrict a Worker's access to work opportunities until valid and complete superannuation details are provided.

3.5. Payroll is processed every Monday. If Monday falls on a public holiday, processing will occur on the next business day. Once timesheets are approved, they are final and cannot be changed.

3.6. Casu uses third party service providers ("Payment Provider") to provide secure payment services, acting as a secure payment facilitator on behalf of the Individual. The service is what enables Casu's Payroll Services including superannuation payment services. The Payment Providers provide the critical step of holding the payment for the Worker's wages, for the originally agreed shift. This ensures the

Businesses can pay the wages (including superannuation) for the Worker. If a Business does not provide a Payment Method by which the necessary funds can be held by the Payment Provider, the Shift Contract will not proceed until a correct Payment Method is provided by the Business. By using the Casu Platform you agree to be bound by the Payment Providers' privacy policies and hereby consent and authorise Casu and the Payment Providers to share any information and payment instructions you provide with one another and, to the extent required to complete your transaction. By registering and creating an account with Casu, you agree to be bound by the Payment Provider's terms and conditions which are located at <https://stripe.com/au/legal> and <https://ozedi.com.au/ozedi-portal-terms-of-use/>. Casu expressly states that the services offered by the Payment Provider are Third Party Services. If Users engage with any Third Party Service provider your agreement will be directly between you and that Third Party Service provider. Casu makes no representation or warranty as to the Third Party Services. You agree to release Casu and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from any act or omission of the Payment Provider, including any issue with security or performance of the Payment Providers' platforms or any error or mistake in processing our or your payment. We reserve the right to correct, or to instruct our Payment Providers to correct, any errors or mistakes in making a payment or collecting your payment.

3.7. Overtime. Casu will calculate overtime payments based on the hours submitted via the Timesheet function (See 2.6 & 15.0). If any Overtime payment has not been correctly paid, it is the Business who must make any outstanding payments to the Individual. While Casu does place a hold on funds for jobs from the employer upfront (See 3.2), in some rare cases if the Individual works more hours than initially agreed, and Casu is unable to bill the employer for the difference, there may be a time where it is the worker's responsibility to recoup the difference. These situations are rare, do not impact any pre-agreed hours, and would result in strict limitations to the employer for future use of Casu. Modern Award means the minimum terms and conditions of employment which apply within a specific industry or occupation.

#### 4. INSURANCE

4.1. Individuals must rely on cover provided by the Business, Casu does not represent that the insurance offered by the Business is adequate or appropriate for any particular User. The cover provided by Businesses must comply with all Australian laws relating to cover for casual workers. See WorkCover for details about Employers' / Businesses' legal requirements. Individuals can make their own

enquiries about whether any further insurance (such as Individuals compensation or general liability insurance) is required.

4.2. The Individual acknowledges and agrees that in the event that a Business makes a claim relating to any services performed by an Individual, and the insurance taken out by Casu (if any) responds to that claim then this clause applies. Casu may elect to make a claim under such policy and if the claim is successful, any excess payable in respect of the claim may be recovered by Casu from the Individual. Where Casu makes a claim and the insurer assesses that the Individual is responsible, Casu is entitled to rely on that assessment. If you do not pay any excess, Casu may also elect to set this amount off against future money it may owe to the Individual.

4.3 In the event of a workplace injury, the Worker must:

- (a) report the injury to the Business immediately;
- (b) follow the appropriate workers compensation channels for their state/territory;
- (c) cooperate with the Business's workers compensation insurer as required.

Each state/territory has different workers compensation requirements. The Worker should familiarise themselves with the requirements in their jurisdiction.

## 5. USER ACCOUNTS

5.1. All registrations / applications to join Casu must be made through the Casu Platform / app, with real and verifiable information. Casu may perform background checks and vet Individuals before accepting them on the Casu Platform. This may include recorded telephone or video calls to discuss the Worker's skills and experience. Casu User accounts can only be created in the name of an Individual. Individuals are required to provide their Tax File Number to set up an account. Individuals are casual employees of a Business when they complete a shift via Casu, therefore Individuals must complete a Tax File Declaration form which requires Individuals' TFNs. Casu securely stores this information to save Individuals completing this form every time they complete a shift for a different Business. Casu instead stores this important User information to their respective profiles and Casu populates the Tax File Declaration form with the saved User details (including TFN & ABN) as required. This User information is stored securely and is only accessible to Users once a Shift Contract is

accepted / confirmed by the Workers, which confirms they will be the Business' casual employee.

5.2. Your account is your responsibility and cannot be sold or transferred. To create an account and use the Casu Services you must be able to form legally binding contracts under applicable law. Casu Services are not available to persons under 18 years of age. If you do not qualify to use the Casu Services, you must not use the services. Any Worker account must be created in accordance with clause 2.2.

5.3. Your verified account must represent the Individual completing the shift and all personal details must be current and valid. While you are registered with Casu you must maintain control of your Casu account. You may not deal with your account (including feedback and associated UserID) in any way (including by allowing others to use your account or by transferring or selling the account or any of its content to another person).

5.4. At its absolute discretion, Casu may refuse to allow any person to register or create an account with Casu or cancel or suspend any existing account.

## 6. USER'S OBLIGATIONS

6.1. All Users agree that at all times:

- (a) You will comply with this Agreement (including all Casu Policies) and all applicable laws and regulations;
- (b) You will post only accurate information on the Casu Platform;
- (c) You will promptly and efficiently perform all your obligations to other Casu Businesses under a Shift Contract and to Casu under this Agreement;
- (d) All content (whether provided by Casu, a User or a third party) on the Casu Platform may not be used on third party sites or for other business purposes without Casu's prior permission;
- (e) You must not use the Casu Platform to provide or solicit labour hire services;
- (f) You will ensure that you are aware of any laws that apply to you as an Individual, or in relation to any other way(s) that you use the Casu Platform; and

(g) You must not use the Casu Platform for any illegal or immoral purpose.

6.2. Each Individual warrants that at all times:

You are a casual employee of the business and there is no expectation to receive ongoing employment from the Business(es) you complete work for;

You have the right to work in the country and to provide services under a Shift Contract; and

You will provide accurate details on your Casu profile so that Casu can adequately provide Services including Payroll Services, and so Businesses can ensure they are adhering to their legal obligations regarding wages.

Each User grants to Casu an unrestricted, worldwide, royalty-free license to use, reproduce, modify and adapt any content and information posted on the Casu Platform for the purpose of including that material and information on the Casu Platform and as otherwise may be required to provide the Casu Service, for the general promotion of the Casu Service and as permitted by this Agreement.

6.3. Each User warrants that any information posted on Casu Platform must not, in any way whatsoever, be potentially or actually harmful to Casu or any other person. "Harm" includes, but is not limited to, economic loss that will or may be suffered by Casu. Without limiting any provision of this Agreement, any information you supply to Casu must be up to date and kept up to date and must not:

- (a) be false, inaccurate or misleading or deceptive;
- (b) be fraudulent or involve the sale of counterfeit or stolen items;
- (c) be defamatory, libellous, threatening or harassing;
- (d) violate any applicable law, statute, ordinance or regulation (including, but not limited to, those governing export and import control, consumer protection, unfair competition, criminal law, anti-discrimination and trade practices/fair trading laws);
- (e) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or intellectual property rights, rights of publicity, confidentiality or privacy;
- (f) be obscene or contain any material that, in Casu's sole and absolute discretion, is in any way inappropriate or unlawful, including, but not limited to obscene, inappropriate or unlawful images;

(g) contain any malicious code, data or set of instructions that intentionally or unintentionally causes harm or subverts the intended function of any Casu Platform, including, but not limited to viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs 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.

6.6. Individuals agree that when you enter into a Shift Contract using the Casu Platform you create a legally binding contract with a Business unless the transaction is prohibited by law or by this Agreement (including the Casu Policies). The Shift Contract can be cancelled by either party, but only until the Shift begins. (See 2.4 for specific obligations relating to cancellations). If you do not comply with your obligations to a Business under a Shift Contract, you may become liable to that other Business based on local laws. If a Business breaches any obligation to you, you and not Casu are responsible for enforcing any rights that you may have with that Business.

6.7. If Casu determines at its sole discretion that a User has breached any obligation under this clause 6, it reserves the rights to remove any content a User has submitted to the Casu Service or cancel or suspend the User account.

## 7. COMMUNICATIONS

7.1. By signing up to Casu, You agree and consent to be contacted by, and to receive and accept communications from Casu and authorised partners, representatives, and/or affiliates via different communication methods, including but not limited to push notifications, SMSs, emails, and/or phone calls. By consenting to being contacted, You understand and agree that You may receive communications on various subjects, including but not limited to: (1) transactional communications relating to Casu; (2) promotional or marketing communications; or (3) news concerning Casu or the construction industry. Message and data rates may apply. By agreeing to this Agreement you are consenting to be contacted and you represent that the contact details that you have provided to Casu are true and correct, and that you will promptly notify Casu if and when You stop using or change any of contact details. .

7.2. To opt out of promotional or marketing material you can UNSUBSCRIBE from Casu's marketing communications via links in the

emails or by emailing Casu on [marketing@casu.com.au](mailto:marketing@casu.com.au). To opt out of SMS communications you can reply 'STOP' in the SMS message thread.

## 8. FEES

8.1. Registering and creating an account with Casu is free. There is no charge for Casu Users to review content on the Casu Platform, including Posted Shifts.

8.2. If Casu introduces a new service on the Casu Platform, the fees applying to that service will be payable as from the launch of the service and will also be "Service Fees" under this Agreement.

8.3. The Individuals must not charge a Business Service Fees on top of the agreed price for the Services under the Shift Contract.

## 9. POSTING JOBS / SHIFTS, APPLYING & HIRING

9.1. A Job may be posted which includes one Shift (requiring only one Worker over one day) or it may include multiple shifts (Worker/Workers required over multiple days). A Posted Job / Shift must include the following details in order to be accepted by Casu:

(a) Date(s), start and finish time(s).;

(b) Hourly rate: the hourly rate that the Business is prepared to pay for the services required

(See 3.3) , including any shift loadings and entitlements; and (c) Role: role competency required.

(d) If any driving is required on the job.

We recommend the additional details be included in the Shift Description, as follows:

(a) Description and House Rules: a short description of the Worker's required services and details about the Business for the Individual's attention;

(b) Proximity: whether the Individual may be required to perform services at more than one location; which means the driving requirement will need to be specified (see (d) above) with a clear description of the driving distance / location expectations.

9.2. A Shift Contract will require the Individual / Worker to:

- (a) Perform all duties described in the Posted Shift(s) to the best of your ability at all times;
- (b) Perform any other duties that are usually performed by a person carrying out the role described in the Posted Shift, which is consistent with your skills, training and experience; and
- (c) Follow all reasonable and lawful directions given to you by the Business / Employer, including complying with policies and procedures provided to you by the Business at the commencement of the shift.

9.3. Service Fees do not include any fees that may be due to Third Party Service Providers. All Third Party Service fees must be paid pursuant to your separate agreement with the Third Party Service provider.

9.4. As well as the mandatory details mentioned in paragraph 9.1, a Business may choose to specify additional terms that s/he wants to apply to the transaction such as a qualification (for example, a White Card), or experience with specialised equipment.

9.5. Once an Individual accepts an offer from a Business, no further negotiations are permitted on the Casu Platform in relation to the provision of the relevant services. If, after the Individual accepts an offer from a Business, the Individual and Business wish to discuss any other details related to the Shift (for example, confirming the duration of a Shift or uniform to be worn), they may contact each other directly via the Chat function on Casu.

9.6. If a Casu User wishes to complain about any review made on the Casu Platform, please either use platform functionality, or email Casu using the contact information on the Casu Platform.

9.7. Individuals may choose to decline any Work / Job Offer made to them. Businesses may withdraw any Posted Shift at any time prior to the shift beginning. However, once an Individual has accepted the offer from a Business, the payment for the agreed work will be held securely. (See 3.)

9.8. A Worker has no obligation whatsoever to accept Job Offers.

9.9 Ratings. To ensure quality, Casu includes a rating system into their services. The rating system gives Individuals the opportunity to reflect and rate, out of five stars, their experience with Businesses. Each Users' profile will aggregate their ratings and these are visible to the relevant users of Casu. This Rating mechanism creates transparency on the quality of Businesses. It enables Casu's Users to make informed decisions before submitting a Job Offer, or accepting one. Equally, the Individual has the ability to choose who they would like to accept work offers from. Ratings can play a key factor in this decision making process.

## 10. FEEDBACK

10.1. Casu is entitled to suspend or terminate your account at any time if Casu, in its sole and absolute discretion, is concerned by any feedback about you, or considers your feedback Rating to be problematic for other Businesses or Individuals.

10.2. To continue to improve our Casu Platform, please let us know of any issues that you experience using a Third Party Service by contacting us at [info@casu.com.au](mailto:info@casu.com.au)

## 11. LIMITATION OF LIABILITY AND INDEMNITY

11.1. Except for liability in relation to a breach of any non-excludable condition, Casu's liability to any User of this service is limited to the lower of the total amount of fees paid by that User to Casu during the six month period prior to any incident causing liability of Casu, and five hundred dollars (\$US500).

11.2. Casu's liability to you for a breach of any non-excludable condition (other than a non-excludable condition that by law cannot be limited) is limited, at our option to providing again or paying the cost of providing again, services in respect of which the breach occurred.

Neither Casu, or its subsidiaries shall be liable for any of the following, whether based on tort, contract or any other area of law for Consequential Loss including loss of trade, revenue, profits or other economic advantage or loss or inaccuracy of data. This limitation of liability includes any of the foregoing types of damages arising from your access or use of the Casu platform.

11.3. Each party's liability for any liability under this Agreement will be reduced proportionately to the extent the relevant liability was caused or contributed to by the acts or omissions of the other party or any of that party's personnel, including any failure by that party to mitigate its losses.

Consequential Loss means, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise; any loss or damage that cannot be considered to arise according to the usual course of things from the relevant breach, act or omission, whether or not such loss or damage may reasonably be supposed to have been in the contemplation of the parties at the time they entered into this Agreement as the probable results of the relevant breach, act or omission, and/or, any real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data. Casu and you agree that your obligation to pay us the Fee under this Agreement will not constitute "Consequential Loss".

## 12. PRIVACY

12.1. Casu's Privacy Policy, applies to all Users and forms part of this Agreement. Use of the Casu Platform confirms that you consent to and authorise the collection, use and disclosure of your personal information in accordance with Casu's Privacy Policy.

12.2. Third Party Service providers will provide their service pursuant to their own Privacy Policy. Prior to acceptance of any service from a Third Party you must review and agree to their terms of service including their privacy policy.

## 13. NO WARRANTY

13.1. Except for liability in relation to any Non-Excludable Condition, the Casu Service is provided on an "as is" basis, and without any warranty or condition, express or implied. To the extent permitted by law, we and our suppliers specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement to the extent allowed by law.

## 14. NO AGENCY

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

## 15. TIMESHEET & DISPUTES

15.1. Businesses must Sign Off Individuals' submitted hours. Once the Job is finished, the Individual will submit their actual hours worked for the Business to approve the final timesheet. Changes can be easily made by the Individuals by editing the hours worked on various days before submitting their timesheet for Business' approval. Business Users are the employer of the Individual and so can either accept or dispute the hours they have submitted. (See 15.2 below). If a Business accepts the hours submitted, they approve the timesheet and payment is released, and Casu's Payroll Services will follow. If a Business disagrees with the hours an Individual has submitted, the Business can dispute them and send back to the Individual the hours the Business believes they worked. The Individual can either: accept these hours, and the timesheet will be submitted and payroll will follow accordingly; or the Individual can choose to dispute the hours the Business has sent back to them (believing the hours they, the Individual, first submitted were correct).

15.2. For any disputes on the hours worked, and the Worker and Business are unable to reach agreement after genuine attempts to resolve the dispute directly, either party may request Casu to act as mediator. Casu will first look at the geotags that the workers can log via the Casu app. This feature enables workers to check-in/out of the job site which provides helpful evidence relating to timesheeting. Casu will prompt workers reminding them to use the geotag check-in/out feature to ensure we can rely on evidence when handling disputes. If this evidence isn't available, Casu will handle disputes on a case-by-case basis, using other evidence and information available to them. Casu will make a determination of hours worked based on all the information available, inform both parties of the hours confirmed, and ensure payments are processed accordingly.

15.3. Casu will always strive to get the most fair and reasonable outcome. This is why Casu relies on evidence when reviewing any timesheet disputes, and encourages Individuals to provide as much information to Casu as possible. Casu will make an impartial evaluation but if either party is dissatisfied with the outcome, Users have the option of taking the matter to their local court or tribunal at their own cost.

15.4. Users must note that when a timesheet is submitted and signed off, no changes to the 'hours worked' can be made after this process. Therefore, if an Individual makes an error when submitting their time sheet and it is signed off by the Business, these accepted hours will be what finalises the payment amount to be processed through Casu's Payroll Services. There will be NO opportunity to rectify any errors made by the Individual at this late stage.

## 16. TERMINATION

16.1. Individuals may terminate an account and this Agreement at any time for any reason.

16.2. Casu may terminate this Agreement for convenience with 30 days written notice to the User.

16.3. Either party may terminate this Agreement:

- i with immediate effect for a material breach of the Agreement; or
- ii with immediate effect if a breach of the Agreement is unrectified for 10 business days after receipt of a breach notice.

16.4. Third Party Services are subject to Third Party Service provider terms and conditions.

16.5. Upon expiry or termination of your account:

- (a) we will remove your access to the Casu Platform;
- (b) where we terminate your account as a result of your unrectified default, you also agree to pay us our reasonable additional costs directly arising from such termination, including recovery fees.

16.6. Where termination is due to our breach of this Agreement, we agree to refund you for any prepaid unused Fees on a pro-rata basis.

16.7. Termination of an account will not affect any rights or liabilities that a Party has accrued under this Agreement.

16.8 Notwithstanding every clause of this Agreement, upon termination or expiry of this Agreement, Casu will retain your data (including copies) as required by:

(a) applicable laws and regulatory requirements; and

(b) legitimate business purposes including dispute resolution, compliance monitoring, and audit requirements.

16.9. This clause, Sections 3 (Payment), 8 (Fees), 11 (Limitation of Liability), 16.8 and any other terms which by their nature should continue to apply, will survive any termination or expiration of this Agreement.

## 17. GENERAL

### 17.1. GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

### 17.2. WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

### 17.3. SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

### 17.4. JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally. 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.

#### 17.5. ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

#### 17.6. COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

### 19. MODIFICATIONS TO THE AGREEMENT

19.1. Casu may modify this Agreement and/ or the Policies (and update the Casu pages on which they are displayed) from time to time. Casu will send notification of such modifications to your Casu account. You should check that account regularly.

19.2. Except as stated in this Agreement, in a Policy, or as otherwise notified to you, all amended terms will automatically be effective 30 days after they are initially notified to you. Each time you use the Casu Platform in any manner after the expiry of that 30 day period or such other notice period notified to you, you acknowledge any changes to the Agreement (including the Policies) and confirm your agreement to be bound by the Agreement as it may have been varied.

19.3. If you do not agree with any changes to this Agreement (or any of our Policies), you must terminate your Casu account and stop using the Casu Services. Except as specifically described in or authorised by this Agreement, the terms of this Agreement and any Casu Policy cannot be amended except in writing signed by you and Casu. There will be no penalties imposed on you for terminating the Casu Services under this clause.

### 20. NOTICES

20.1. Except as stated otherwise, any notices must be given by email to Casu's contact address (info@casu.com.au) as displayed on the Casu Platform or to Casu Users' contact address as provided at registration. Any notice shall be deemed given:

(a) if sent by email, 24 hours after email is sent, unless the sender is notified that the email address is invalid or the email is undeliverable, and

(b) Notices related to the performance of any Third Party Service must be delivered to such Third Party as set out in Third Party Service Provider terms and conditions.

## 22. SERVICE LIMITATIONS

The Platform is made available to you strictly on an 'as is' basis. Without limitation, you acknowledge and agree that Casu cannot and does not represent, warrant or guarantee that:

(a) the Platform will be free from errors or defects;

(b) the Platform will be accessible at all times;

(c) messages sent through the Platform will be delivered promptly, or delivered at all;

(d) information you receive or supply through the Platform will be secure or confidential; or

(e) any information provided through the Platform is accurate or true.

## 23. INTELLECTUAL PROPERTY

23.1 Casu retains ownership of all materials developed or provided (or both, as the case may be) in connection with the Services (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (Service Content) and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you.

23.2 You may make a temporary electronic copy of all or part of the Service Content for the sole purpose of viewing it and applying for a Shift Listing. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Service Content without prior written consent from Casu or as permitted by law.

23.3 In this clause, "Intellectual Property Rights" means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this agreement both in Australia and throughout the world.

23.4 You must not, without our prior written consent:

- (a) copy, in whole or in part, any of our Intellectual Property Rights;
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of our Intellectual Property Rights to any third party; or
- (c) breach any Intellectual Property Rights connected with the Platform, including (without limitation) altering or modifying any of our Intellectual Property Rights, causing any of our Intellectual Property Rights to be framed or embedded in another website, or creating derivative works from any of our Intellectual Property Rights.

## 24. DISCLAIMERS

24.1 (Employment or contractual relationship) Casu will have no liability or obligation to you, and you will not be entitled to any compensation from Casu, for any issues arising out of any employment or contractual relationship between you and a Business as a result of your use of the Platform.

24.2 (Compliance with laws) You are responsible for complying with all applicable laws, rules, regulations and industry standards in any employment or contractual services you offer or receive through the Platform, including but not limited to industry laws, regulations and codes, and applicable privacy laws.

24.3 (Security) Casu does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with your use of the Platform. You should take your own precautions to ensure that the process you employ to access the Platform does not expose you to the risk of viruses, malicious computer code or other forms of interference.