# Community Connect Services Pty Ltd

ACN 648 922 605

# A) TERMS AND CONDITIONS

Community Connect Services Pty Ltd (Community Connect) provides an online platform (Platform) for people in a community to connect with each other in order to perform tasks or fill jobs.

By signing up for the Platform you signify and agree that you have read, understood, and agree to be bound by these Terms and Conditions. You also acknowledge you have read and understood how your personal information will be collected, used, and shared, as set forth in our Privacy Policy.

These Terms and Conditions represent a binding contract between you and Community Connect.

## 1. Scope of Services

- 1.1. Community Connect provides the Platform to enable Users to connect with each other, specifically:
  - Post and view notices.
  - Post Jobs where Jobs are any type of employment jobs.
  - Post Tasks where Tasks are any type of services.
  - Search and apply for Jobs.
  - Search and make offers on Tasks.
  - Set Job and Task search preferences in user profiles that enable notification of Jobs and Tasks posted that match the preferences.
- 1.2. Community Connect charges a fee for a connection made between Users:
  - to the poster of a Job. The fee is charged against the posters account once a person has applied for the Job. For a Job posted the fee is only charged once.
  - to the poster of a Task. The fee is charged against the posters account once a person has made an offer on that Task. For a Task posted the fee is only charged once.
- 1.3. Once a connection is made, Community Connect has rendered its services.
- 1.4. For Jobs posted, any subsequent employment contract is between the poster (employer) and the applicant (employee).
- 1.5. For Tasks posted, any subsequent agreement for services is between the poster and the service provider. Community Connect does not have any commercial responsibilities and provides no warranties or assurances in respect of the services provided.

#### 2. Community Connect Responsibilities

- 2.1. Community Connect provides the Platform only, enabling Users to connect with each other around Jobs and Tasks.
- 2.2. At its absolute discretion, Community Connect may cancel a user's account if Community Connect reasonably believes that a User's conduct is detrimental to the operation of the Platform.
- 2.3. Community Connect accepts no liability for any aspect of Users' interactions, including but not limited to the description, performance or delivery of services.
- 2.4. Community Connect has no responsibility and makes no warranty as to the truth or accuracy of any aspect of any information provided by Users, including, but not limited to, the ability of Users to perform tasks or supply items, or the honesty or accuracy of any information provided by Users or the ability of a service provider to pay for services requested.
- 2.5. The Platform 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.
- 2.6. Community Connect has no obligation to any User to assist or involve itself in any dispute between Users.
- 2.7. You understand and agree that Community Connect does not undertake any investigation in relation to any User or third party service provider before they are admitted to the platform, including criminal checks, verification of qualification or license held, or any character or other checks of the suitability of a tasker or third party service provider to perform any task which they may claim to be able to provide on the platform. You understand and agree that you are solely responsible for conducting any appropriate background checks and obtaining references, licenses, certifications, or proof of insurance prior to engaging a tasker to perform services. You further understand and agree that you are solely responsible for making your own evaluations, decisions and assessments about employing a person for a Job or contracting a person to perform a Task. You agree to assume all risks and you agree to expressly release, indemnify and hold harmless Community Connect from any and all loss, liability, injury, death, damage, or costs arising or in any way related to the services.

## 3. User Obligations

- 3.1. You will at all times:
  - comply with this Agreement (including all Policies) and all applicable laws and regulations;
  - only post accurate information on the Platform;
  - ensure that you are aware of any laws that apply to you in relation to using the Platform.
- 3.2. You must not use the Platform for any illegal or immoral purpose.
- 3.3. You must maintain control of your account at all times. This includes not allowing others to use your account.

- 3.4. You grant Community Connect an unrestricted, worldwide, royalty-free licence to use, reproduce, modify and adapt any content and information posted on the Platform for the purpose of publishing material on the Platform and as otherwise may be required to provide the Community Connect service, for the general promotion of the Community Connect service, and as permitted by this Agreement.
- 3.5. You agree that any information posted on the Community Connect Platform must not, in any way whatsoever, be potentially or actually harmful to Community Connect or any other person. Harm includes, but is not limited to, economic loss that will or may be suffered by Community Connect.
- 3.6. Without limiting any provision of this Agreement, any information you enter into or link to the Platform must be up to date and kept up to date and must not:
  - be false, inaccurate or misleading or deceptive;
  - be fraudulent or involve the sale of counterfeit or stolen items;
  - infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or intellectual property rights, rights of publicity, confidentiality or privacy;
  - 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, antidiscrimination and trade practices/fair trading laws);
  - be defamatory, libellous, threatening or harassing;
  - be obscene or contain any material that, in Community Connect's sole and absolute discretion, is in any way inappropriate or unlawful, including, but not limited to obscene, inappropriate or unlawful images or language; or
  - contain any malicious code, data or set of instructions that intentionally or unintentionally causes harm or subverts the intended function of any Platform.
- 3.7. The Platform may from time to time engage location-based or map-based functionality. The Platform may display the location of Users to persons browsing the Platform. A User should never disclose personal details such as their full name, street number, phone number or email address in a Posted Task or in any other public communication on the Community Connect Platform.
- 3.8. If Community Connect determines at its sole discretion that you have breached any obligation under this agreement it reserves the rights to remove any content, you have submitted to the Platform.

#### 4. Fees and Refunds

- 4.1. Credits purchased by Users in the Platform are held in their account. A Credit is only deducted from an account once a User applies for that Job or makes an offer on that Task.
- 4.2. If a Credit has been unused for more than 60 days then a User may apply for a refund by emailing support@communityconnectservices.com.au
- 4.3. Community Connect will not get involved with any commercial matters between Users. Specifically this includes payments and refunds relating to Tasks and Jobs.

### 5. Third Party services

- 5.1. Community Connect may include third party services on the Platform. These third party services are not provided by Community Connect.
- 5.2. Third party services are offered to Users pursuant to the third party's terms and conditions.
- 5.3. If a User engages with any third party service provider, the agreement will be directly between the User and that third party service provider.
- 5.4. Community connect makes no representation or warranty as to the third party services.

# 6. Limitation of Liability

- 6.1. To the extent permitted by law, Community Connect specifically disclaims all liability for any loss or damage (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including, without limitation, loss or damage relating to any inaccuracy of information provided, or the lack of fitness for purpose of any goods or service supplied), arising out of or in any way connected with any transaction between Users.
- 6.2. To the extent permitted by law, Community Connect specifically disclaims all liability for any loss or damage (actual, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including, without limitation, loss or damage relating to any inaccuracy of information provided, or the lack of fitness for purpose of any goods or service supplied), arising out of or in any way connected with any transaction between Users who may be included from time to time on the Platform.
- 6.3. To the extent permitted by law, Community Connect is not liable for any consequential loss arising out of or in any way connected with the Community Connect Services.
- 6.4. Community Connect's liability to any User is limited to the total amount of payment made by that User to Community Connect during the twelve month period prior to any incident causing liability of Community Connect.
- 6.5. Community Connect's liability to you for a breach of any non-excludable condition is limited to \$100.

#### 7. Termination

- 7.1. Either you or Community Connect may terminate your account at any time for any reason.
- 7.2. If a User's account is terminated then this Agreement will be deemed to be terminated.

#### 8. Governing Law

This Agreement is governed by the laws of New South Wales, Australia. You and Community Connect submit to the exclusive jurisdiction of the courts of New South Wales, Australia

# B) PRIVACY POLICY

This Privacy Policy describes how Community Connect collects, uses, shares and handles your personal data.

By accessing the Community Connect Platform (Platform) you acknowledge that your personal data may be collected, used and disclosed in accordance with this Privacy Policy.

#### 1. Collection of Personal Data

- Community connect collects personal data when you sign up for the platform. This includes your name, a photo or image, suburb address, email address and phone number and Job and Task search preferences. Users also have the ability to attach a generic resume.
- When purchasing Credits your credit card and account details are captured and processed by a third-party service provider that handles payments for us.
- When posting Jobs or Tasks and applying for Jobs and Tasks, additional relevant information may be entered, such as your occupation, work experience and other information relevant for your fitness for Jobs or Tasks.
- Your history of Jobs and Tasks posted and applied for is also collected.

#### 2. Our Use of Personal Data

- Community Connect will use personal data to enable the functionality and performance of the Platform.
- We share your personal data with third party service providers that provide business, verification, professional or technical support functions for us, help us operate our business and the Services, or administer activities on our behalf.
- Community Connect will not sell or intentionally transfer any personal data to any third party.

# 3. Use of Cookies

Community Connect uses cookies and similar tracking technologies for a number of purposes including to access your information when you sign in, keep track of your preferences, direct specific content to you and to improve Community Connect services.

## 4. Security

Your account is protected by a password for your privacy and security. We take reasonable steps to protect your personal data from unauthorized access, use and disclosure, however we cannot guarantee the absolute security of that information, or that our systems will be

completely free from third party interception or are incorruptible from viruses. We cannot and do not guarantee that information you send from your computer to us over the Internet will be protected by any form of encryption (encoding software). In light of this, we cannot and do not ensure or warrant the security or privacy of your personal data, including payment and account details. You transmit your personal data to us at your own risk. You are entirely responsible for maintaining the security of your passwords and/or account information.

#### 5. Third Parties

The Platform may contain links to third party websites including Stripe and PayPal, or make available services obtained from third parties, including verification services by third party verification providers. If you follow a link to any of these websites, or the Stripe or PayPal payment systems, or use any services obtained from third party service providers then you will be subject to that site's or third party's terms and conditions of use, privacy policy and security statement. We strongly encourage you to view these before disclosing any of your personal data on such sites. Community Connect does not control, and does not accept any responsibility or liability for, the privacy policy of, and use of personal data by, any party other than Community Connect.

#### 6. Contact Us

If you have concerns about how we handle your personal data or require further information, please email Community Connect using the contact form provided on the Services. If you have unresolved complaints, you have the right to complain to a data protection authority