

WEBSITE TERMS AND CONDITIONS OF USE

1. Acceptance of the Terms

- (a) Please read these terms and conditions (the 'Terms') carefully as they constitute a contract between you and Tagg Technologies Pty Ltd (ACN 644 960 341) ("Tagg Technologies"). By agreeing to these Terms and/or continuing to browse, use or access the Service you are indicating your acceptance of these Terms.
- (b) If you do not agree with the Terms, you must immediately cease usage of the Website, or any of its products or Services.

2. About the Website

- (a) Welcome to www.credible.com.au (the 'Website'). The Website facilitates interactions between:
 - (i) Employers seeking to hire new employees, contractors or freelancers (each a Hirer '); and
 - (ii) Job-seekers or contractors looking for their next job, or freelancers looking for their next client (each a 'Provider '),making it easier for the Hirer and the Provider to locate, communicate, arrange payment and deliver the services in a fast and secure manner (the 'Services').
- (b) The Website is operated by Tagg Technologies Pty Ltd (ACN 644 960 341). Access to and use of the Website, or any of its associated products or Services, is provided by Tagg Technologies.
- (c) Tagg Technologies reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Tagg Technologies updates the Terms, it will use reasonable endeavours to provide you with notice of updates of the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

3. Use of Service by Children

- (a) The Website and Services are not directed to persons under the age of 18, and any use by minors may only be done with the supervision and consent of those minors' guardians.
- (b) Tagg Technologies does not knowingly collect information from minors without parental consent. Where we discover that we have inadvertently obtained information in violation of applicable laws prohibiting collection

of information from children without such consent, we will promptly delete it.

4. The Services

- (a) In order to access the Services, both the Hirer and the Provider are required to register for an account through the Website (the 'Account').
- (b) As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself including:
 - (i) Full name
 - (ii) Email address
 - (iii) Preferred username
 - (iv) Mailing address
 - (v) Telephone number
 - (vi) Password
 - (vii) Previous work history
 - (viii) Contact details of professional referees to be used for reference checking
 - (ix) Professional skills
 - (x) Location
 - (xi) Financial information including bank account details and credit card information to be used for payments
- (c) You warrant that any information you give to Tagg Technologies in the course of completing the registration process will be accurate, correct and up to date.
- (d) You may not use the Services and may not accept the Terms if:
 - (i) you are not of legal age to form a binding contract with Tagg Technologies; or
 - (ii) you are a person barred from receiving the Services under the laws of Australia or the country in which you are resident or from which you access the Website.

4. Your obligations as a Member

- 1. As a Member, you agree to comply with the following:
 - (a) you will use the Services only for purposes that are permitted by:
 - (i) the Terms; and
 - (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - (b) you have sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
 - (c) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Tagg Technologies of any unauthorised use of your password or

email address or any breach of security of which you have become aware;

- (e) you must not expressly or impliedly impersonate another Member or use the profile or password of another Member at any time;
- (f) any content that you broadcast, publish, upload, transmit, post or distribute on the Website ('Your Content') will always be accurate, correct and up to date and you will maintain reasonable records of Your Content.
- (g) you agree not to harass, impersonate, stalk, threaten another Member of the Website (where interaction with other Members is made available to you);
- (h) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of providing the Services;
- (i) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Tagg Technologies;
- (j) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- (k) you agree that commercial advertisements, affiliate links and other forms of solicitation may be removed from Member profiles without notice and may result in termination of the Services. Appropriate legal action may be taken by Tagg Technologies for any illegal or unauthorised use of the Website; and
- (l) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

5. Using the Website as the Hirer

- (a) The Hirer can search for skills or occupations required by them, view profiles of relevant providers, message providers, set job details for providers, post public jobs or projects for providers to view, and pay providers (each a "Listing").
- (b) We reserve the right, at our sole discretion, to alter the price of any Services from time to time, but will provide you with notice of any changes in recurring fees. Where we do increase the recurring fees due for the Services, this increase will not apply until the expiration of your then current billing cycle, unless otherwise specifically provided in our notice to you, and would become effective no sooner than the next time you would be charged for that Service.

6. Using the Website as the Provider

- (a) The provider provides the relevant details for reference checks to be conducted. Once the provider's account is activated via completed reference checks, they can receive messages from Hirers, engage with Hirers regarding job opening specifics or project specifics, conduct contract or freelance work under an ABN for the Hirer, or reach an agreement via in-platform messages with the Hirer to be become employed by said Hirer. Providers can also view public offers and projects from Hirers and interact with said Hirer via in-platform messages.

7. Payment and Non-Circumvention

- (a) By Tagg Technologies offering the Services to you, you agree that:
 - (i) as a Hirer, once your trial period or trial use has expired, you are liable to either pay a monthly fee, and/or be charged a service fee (calculated as a percentage of the payments sent by you to Providers) in exchange for use of the platform (the "Hirer Fees");
 - (ii) We may from time to time offer discounts, coupons or promotions redeemable for a specified Service for a fixed period of time (individually, a "Promotional Code" and collectively, "Promotional Codes"). A Promotional Code will usually specify an expiration date, after which such Promotional Code becomes void. We are under no obligation to provide any compensation in connection with a Promotional Code.
- (b) All payments made in the course of your use of the Services are made using Stripe. In using the Website, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the Stripe terms and conditions which are available on their website.
- (c) In using the Website you acknowledge and agree that:
 - (i) the payment of monthly fees and other service fees to Tagg Technologies reflects the significant value of the Services to you;
 - (ii) the avoidance or circumvention of these Hirer Fees would cause significant damage and loss to the Website;
 - (iii) you will not take any steps to avoid or reduce payments due to Tagg Technologies in accordance with these Terms.
- (d) Each Member agrees that for a period of 2 years from:
 - (i) commencing communication with another Member on the Website; or
 - (ii) the end of any Project with that other Member,
 1. whichever is later (the "Non-Circumvention Period"), you must use the Website as your sole and exclusive method to request and make payments for work arising out of your relationship with that other Member.
- (e) Without limiting the foregoing you must not, and your Affiliate must not, during the Non-Circumvention Period:
 - (i) offer or request the provision of work from parties identified or first contacted through the Website except via the Website;
 - (ii) misrepresent the price agreed for services in any manner having the effect of lowering the Fees payable to Tagg Technologies.

8. Refund Policy

- (a) Since Tagg Technologies is only a facilitator in introducing the Hirer to the Provider and providing a system to make safe payment, Tagg Technologies does not hold any liability to the Hirer directly and will not personally refund them any payments made in the use of Services.
- (b) Notwithstanding the above clause, if a Hirer is unsatisfied with the services provided by the Provider or believes that they may be entitled to a refund, then Tagg Technologies requires the Hirer to:
 - (i) contact the Provider directly to request a refund; and
 - (ii) if contacting the Provider is not successful after fourteen (14) days, contact Tagg Technologies through the 'Contact Us' section of the Website outlining why you believe you are entitled to a refund so we are able to determine if the Provider should be removed from the Services.
- (c) If contacted by a Hirer who is requesting a refund pursuant to the above clause, the Provider agrees that it will immediately:
 - (i) endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree
 - (ii) provide evidence of final resolution of the dispute to Tagg Technologies if requested by Tagg Technologies.
- (d) If the Provider agrees to a refund it is acknowledged that the Provider will instruct Tagg Technologies to refund all or part of the payments made to the Hirer directly, less any fees and charges incurred by Tagg Technologies in processing the refund.
- (e) Both the Hirer and Provider agree that they will comply with the Refund Policy contained in this Clause of these Terms.

9. Copyright and Intellectual Property

- (a) The Website, the Services and all of the related products of Tagg Technologies are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Tagg Technologies or its contributors.
- (b) All trademarks, service marks and trade names are owned, registered and/or licensed by Tagg Technologies, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
 - (i) use the Website pursuant to the Terms;
 - (ii) copy and store the Website and the material contained in the Website in your device's cache memory; and
 - (iii) print pages from the Website for your own personal and non-commercial use.

Tagg Technologies does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Tagg Technologies.

- (c) Tagg Technologies retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any:
 - (i) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (ii) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (iii) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you.
- (d) You may not, without the prior written permission of Tagg Technologies and the permission of any other relevant rights owners: broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials contributed to the Website by Members, which are freely available for re-use or are in the public domain.
- (e) Where you broadcast, publish, upload, transmit, post, distribute or make available Your Content on the Website, then you grant to Tagg Technologies a non-exclusive, transferrable, perpetual, royalty-free, irrevocable, worldwide licence to broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change Your Content.

10. Privacy

Tagg Technologies takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Tagg Technologies' Privacy Policy, which is available on the Website.

11. Warranties

3. Each Member warrants:

- (a) that any information provided to or published on the Website is true and correct and not misleading in any way;
- (b) that if it has created an Account as an employee or otherwise on behalf of a corporation, that you are properly authorised to bind that corporation to these Terms and each Project or Contract arising from use of the Website;
- (c) that any review it posts to the Website is true, accurate and not defamatory.

4.

12. General Disclaimer

- (a) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- (b) Subject to this clause, and to the extent permitted by law:

- (i) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (ii) Tagg Technologies will not be liable for any special, indirect or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- (c) Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Tagg Technologies make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Tagg Technologies) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
 - (i) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (ii) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
 - (iii) costs incurred as a result of you using the Website, the Services or any of the products of Tagg Technologies; and
 - (iv) the Services or operation in respect to links which are provided for your convenience.
- (d) Without limiting the foregoing, Tagg Technologies' maximum liability to a Member shall be limited, at Tagg Technologies' election, to:
 - (i) the re-provision of the services to that Member; or
 - (ii) a refund of fees paid by that Member to Tagg Technologies.
- (e) You acknowledge that Tagg Technologies Website and the Services are only intended to facilitate the interactions between the Hirer and the Provider and does not offer any services other than the Services and Tagg Technologies holds no liability to you as a result of any conduct of the Members or the misuse of Your Content by any party (including other Members).

13. Limitation of Liability

To the maximum extent permitted by law, the Service is provided "As Is." By entering into this agreement you represent and warrant that:

- (a) YOUR USE OF THE SERVICE AND THE PURCHASE AND USE OF ANY SERVICES ARE AT YOUR SOLE RISK.

- (b) THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT WARRANT THAT (i) THE SERVICE WILL MEET ALL OF YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (iii) ALL ERRORS IN THE SOFTWARE OR SERVICE WILL BE CORRECTED.
- (c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER DEVICE OR LOSS OF DATA RESULTING FROM THE DOWNLOAD OR USE OF ANY SUCH MATERIAL.
- (d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF SERVICE.
- (e) YOU EXPRESSLY UNDERSTAND AND AGREE THAT TAGG TECHNOLOGIES, ITS SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, AND LICENSORS, AND OUR AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS AND SUCCESSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COVER OR OTHER INTANGIBLE LOSSES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE OR TO USE PROMOTIONAL CODES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING OR INTEGRATING WITH THE SERVICE; (iv) ANY ADVERTISING CONTENT OR YOUR PURCHASE OR USE OF ANY ADVERTISED OR OTHER THIRD-PARTY PRODUCT OR SERVICE; (v) THE TERMINATION OF YOUR ACCOUNT IN ACCORDANCE WITH THE TERMS OF THESE TERMS OF SERVICE; OR (vi) ANY OTHER MATTER RELATING TO THE SERVICE.
- (f) NOTHING IN THESE TERMS OF SERVICE IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY WILLFUL ACTS, NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THOSE LIABILITY AND OTHER LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION (IF ANY) WILL APPLY TO YOU AND OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW
- (g) Tagg Technologies' total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- (h) You expressly understand and agree that Tagg Technologies, its affiliates, employees, agents, contributors and licensors shall not be liable to you for

any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

- (c) You acknowledge and agree that Tagg Technologies holds no liability for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you as a result of providing Your Content to the Website.

13. Termination of Contract

- (a) If you want to terminate the Terms, you may do so by providing Tagg Technologies with notice of your intention to terminate to Tagg Technologies via the 'Contact Us' link on our homepage.
- (b) Tagg Technologies may at any time, terminate the Terms with you if:
 - (i) you have breached any provision of the Terms or stated an intention to breach any provision;
 - (ii) Tagg Technologies is required to do so by any law or regulation;
 - (iii) Tagg Technologies intends to no longer provide the Services to Members in the country in which you are resident or from which you use the service; or
 - (iv) the provision of the Services to you by Tagg Technologies is, in the opinion of Tagg Technologies, no longer commercially viable.
- (c) Subject to local applicable laws, Tagg Technologies reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice.
- (d) If you attempt to terminate this Agreement while having one or more open Projects, you hereby:
 - (i) irrevocably instruct Tagg Technologies to close any open Listings;
 - (ii) agree to continue to be bound by this Agreement and the other Terms of Service until all Projects commenced prior to such termination have been completed or closed on the Website;
 - (iii) consent to Tagg Technologies continuing to perform such Services and charge such Fees as are necessary to complete any open Project or related transaction between you and another Member; and
 - (iv) agree to pay any amounts accrued but unpaid as of the date of termination or as of the closure of any open Service Contracts, whichever is later, to Tagg Technologies for any Site Services or such other amounts owed under the Terms of Service and to any Providers for any Provider Services.
- (e) When the Terms come to an end, all of the legal rights, obligations and liabilities that you and Tagg Technologies have benefited from, been

subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

14. Indemnity

- (a) You agree to indemnify Tagg Technologies, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
 - (i) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your use of the Website;
 - (ii) any direct, indirect or consequential loss of you accessing, using or transacting on the Website or attempts to do so; and/or
 - (iii) any breach of these Terms.

15. Dispute Resolution

- (a) Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).

- (b) Notice:

A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

- (c) Resolution by Negotiation:

On receipt of that notice ('Notice') by that other party, the parties to the Terms ('Parties') must within 28 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree.

- (d) Mediation

If for any reason whatsoever, 28 days after the date of the Notice, the Dispute has not been resolved by good faith negotiations, the Parties must mediate the Dispute:

- (i) with a mediator appointed by the President of the Law Society of New South Wales or as jointly appointed by the Parties in writing;
- (ii) with a genuine commitment to participate;
- (iii) at a location within Greater Sydney nominated by Tagg Technologies; and
- (iv) in accordance with the Mediation Guidelines of The Law

The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation.

(e) Confidential

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

(e) Termination of Mediation:

If 28 days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

16. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

17. General Terms

- (a) **(Severance)** If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.
- (b) **(Assignment)** We may assign our obligations and rights under this contract to a third party (for example, if we sell our business). If this occurs we will inform you in writing and your rights under these Terms will not be affected by the assignment. If you wish to transfer or assign your obligations under this agreement you must seek written permission from Tagg Technologies and each counter-party to any open Contract. We may charge reasonable fees for consideration of your request for assignment and refuse such requests at our reasonable discretion.

6.

20. Definitions and Interpretation

- (a) In these Terms, the following words and expressions have the meanings set out beside them, unless the context otherwise requires :
 - 7. Contract means a Contract between a Hirer and a Provider.
 - 8.

(b)

21. Venue and Jurisdiction

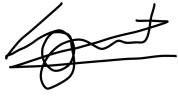
In the event of any dispute arising out of or in relation to the Website, you agree

that the exclusive venue for resolving any dispute shall be in the courts of New South Wales, Australia.

22. Governing Law

The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

Approved by

A handwritten signature in black ink, consisting of a stylized 'L' followed by a series of loops and a final crossbar.

.....
Signature

Louis Thomas William Grist
.....

Full name

03/10/2021
.....

Date