

# Wofo – Worker Terms of Use

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## Wofo – Worker Terms of Use

Wofo Limited (**Wofo**) provides a platform (**Platform**) that connects individual workers wanting to pick up shifts (**Workers**) with healthcare providers needing urgent shifts to be filled (**Providers**).

These terms of use (**Terms**) govern your use as a Worker (**you**) of the Platform and of the Wofo website (**Site**). By downloading or using the Platform or Site, you agree to comply with and be bound by these Terms, which form the basis of your agreement with Wofo. If you do not agree with these Terms, you must not use the Platform or Site.

Downloading the Platform does not guarantee that you will be accepted as a Worker. You must apply to become a Worker by completing the registration process set out below.

### 1. HOW THE PLATFORM WORKS

- 1.1 The Platform can be used to connect Providers that have healthcare service shifts to be filled, with Workers seeking to provide healthcare services for that shift (a **Shift**). To create and confirm Shifts the Provider must be registered as a Provider. To view, reserve and accept Shifts you must be registered as a Worker.
- 1.2 Wofo is not a provider of personnel or workers, and does not employ or contract any Workers. Unless explicitly specified otherwise in the Platform, Wofo's responsibilities are limited to:
  - (a) facilitating the availability of the Platform;
  - (b) communicating and negotiating with Providers and Workers where required;
  - (c) serving as the limited payment collection agent of each Worker for the purpose of accepting payments from Provider; and
  - (d) where instructed by a Provider, acting as a limited authorised agent of that Provider for the purpose of managing the Provider's use of the Platform and confirming Workers for Shifts within certain parameters,(together, the **Wofo Services**).
- 1.3 The Platform is intended to be used to facilitate Providers and Workers connecting and completing Shifts directly with each other. Wofo cannot and does not control the content contained in any Shift and the conditions or experience of any Shift. To the extent permitted by law, Wofo is not responsible for, and disclaims all liability related to, any and all Shifts. Any Shifts will be accepted at your own risk.

### 2. DEFINITIONS

- 2.1 In these Terms, certain words are defined throughout and otherwise:

"**Independent Contractor Agreement**" has the meaning set out at clause 5.1.

"**Provider**" means a healthcare facility/provider that is registered with Wofo and has Shifts to offer to Workers.

"**Provider Service Fee**" means the fee that Wofo charges a Provider for the use of the Wofo Services, which is calculated as up to 10% of the applicable Shift Value plus GST, or as amended by us from time to time.

"**Shift**" has the meaning set out at clause 1.1.

"**Shift Value**" means the amount that is due and payable by a Provider to a Worker for a Shift, calculated as the agreed hourly rate multiplied by the hours actually worked, as per the relevant Independent Contractor Agreement. As a healthcare service, the Shift Value will not include GST or have GST added.

"**Wofo Services**" has the meaning set out at clause 1.2.

**"Worker"** means an individual healthcare worker who is registered with Wofo and is willing to complete Shifts for Providers.

**"Worker Service Fee"** means the fee that Wofo charges a Worker for the use of the Wofo Services, which is calculated as up to 5% of the applicable Shift Value plus GST, or as amended by us from time to time.

### **3. REGISTRATION AS A WORKER**

3.1 To be eligible to become a Worker you must:

- (a) be a natural person over 18 years old and able to enter contracts;
- (b) have an Australian bank account;
- (c) have an Australian business Number (ABN)
- (d) agree to comply with any requests from Wofo relating to police, background or identification checks;
- (e) hold any qualifications, registrations, experience or certificates that you hold yourself out as holding;
- (f) have a current, valid form of identification, which must be one of the following:
  - (i) Australian Driver Licence;
  - (ii) Australian Passport; or
  - (iii) Australian Birth certificate; and any other information we request;
- (g) provide all requested information to us, including your preferred hourly pay rate, bank account details and GST number (if any); and
- (h) be accepted and validated by us.

3.2 Once you are registered as a Worker, you can view and reserve Shifts in accordance with these Terms.

### **4. SHIFTS**

4.1 Each Shift listing created by a Provider may include:

- (a) the type of services to be provided for the Shift;
- (b) the date, time and location of the Shift;
- (c) any specific requirements a prospective Worker must meet to complete the Shift (e.g. experience, training or qualifications); and
- (d) the maximum hourly rate to be offered for the Shift.

4.2 Wofo will make Shifts available to you via the Platform in accordance with Wofo's internal processes, which may take into account your specified pay rate, feedback rating, track record, qualifications, experience and other matters at Wofo's discretion. Wofo provides notice of Shifts in decreasing priority order, so you are not guaranteed to receive notice of any given Shift.

4.3 If you see a Shift, you may request to reserve that Shift via the Platform. You are not guaranteed to be confirmed after reserving that Shift. Once a Shift is reserved, the Provider (or Wofo on its behalf) may negotiate or confirm that Shift.

4.4 During negotiations or after confirmation, you may accept the Shift, which will be deemed to create an Independent Contractor Agreement between you and the Provider. In this case:

- (a) you will be responsible for completing the Shift and performing your obligations to the Provider under the Independent Contractor Agreement; and
  - (b) the Provider will be responsible for making the Shift available and performing its obligations to you under the Independent Contractor Agreement.
- 4.5 By reserving or accepting a Shift, you confirm you have the necessary skills, experience and qualifications to perform the relevant services for that Shift.
- 4.6 Each Shift of between 7 and 12 hours will be deemed to include one 30-minute unpaid break, and each Shift of more than 12 hours will be deemed to include two 30-minute unpaid breaks.
- 4.7 When a Provider lists a Shift, it may also choose to include certain requirements that must be met by Workers who are eligible to reserve the Shift (as permitted by Wofo), such as specific shift tasks or additional health and safety protocols for such things as disease protection or dementia care, etc. If you wish to reserve a Shift with such requirements, you must meet these requirements.
- 4.8 Wofo assumes no responsibility for your compliance with any agreements with, or duties to, the Provider or third parties, or with any applicable laws, rules and regulations. Wofo reserves the right, at any time and without prior notice, to remove or suspend any listed Shift for any reason.

## 5. INDEPENDENT CONTRACTOR AGREEMENTS

- 5.1 When a Provider confirms and you accept a Shift, you and the Provider will be deemed to enter into a separate independent contractor agreement in respect of a Shift (each, an **Independent Contractor Agreement**). Unless Wofo agrees to you using other terms, each Independent Contractor Agreement will incorporate the Wofo - Independent Contractor Agreement Terms available at: <https://www.medstaff.co.nz/>.
- 5.2 You may agree with a Provider to use different terms under any Independent Contractor Agreement, subject to Wofo's prior written approval. If approval is given, Wofo may, in its sole discretion, charge the Provider an initial setup fee and an administration fee.
- 5.3 Any Independent Contractor Agreement is between you and the Provider, and Wofo is not a party to it – even if Wofo confirms the Shift on behalf of the Provider. With the exception of its payment collection obligations under these Terms, Wofo disclaims all liability arising from or related to any Independent Contractor Agreement.
- 5.4 Under each Independent Contractor Agreement, the Provider will pay the Shift Value to Wofo, with Wofo acting as your limited payment collection agent.

## 6. EARLY TERMINATION OF SHIFT

- 6.1 Where you and a Provider agree to a shift arrangement spanning multiple days (**Multi-Day Shift**), either you or the Provider may terminate the arrangement before the end of the Multi-Day Shift for any or no reason by giving the other party and Wofo written notice of termination, in which case the arrangement will come to an end:
- (a) at the completion of the current work period; or
  - (b) if notice of termination is given after one work period has ended but before the next scheduled work period in the Multi-Day Shift is due to commence, with immediate effect.
- 6.2 Where a Multi-Day Shift is terminated early under this clause,
- (a) you will be entitled to be paid the Shift Value for the hours that have been completed, but otherwise will have no entitlement to be paid for the balance of the Multi-Day Shift not completed;

- (b) the Provider Service Fee and Worker Service Fee will be adjusted according to the hours that have been completed, and the Provider Service Fee and Worker Service Fee will not be payable in respect of the balance of the Multi-Day Shift not completed; and
- (c) the balance of the Multi-Day Shift may be re-listed on the Platform as a new Shift or a series of new Shifts in accordance with these Terms.

## **7. PAYMENTS**

- 7.1 Under each Independent Contractor Agreement in respect of a Shift:
  - (a) the Provider will pay the Shift Value to Wofo, with Wofo acting as your limited payment collection agent;
  - (b) the Provider will pay the Provider Service Fee to Wofo;
  - (c) Wofo will deduct the Worker Service Fee from the Shift Value due to you; and
  - (d) Wofo will remit the balance of the Shift Value to you, subject to any deductions.
- 7.2 Wofo will invoice each Provider in respect of all Shifts for a month, and will create and include invoices from each relevant Worker to the Provider in each case. These invoices will show the Shift Value, Provider Service Fee and Worker Service Fee (and GST, if any) for each Shift.
- 7.3 Wofo will remit the Shift Value to you in the next weekly pay cycle after completion of a Shift, even if Wofo does not receive the Shift Value from the Provider until later. The remittance will be made by direct credit to a Australian bank account nominated by you.
- 7.4 Upon the Provider paying the Shift Value to Wofo, the Provider's payment obligation to you for the Shift Value is extinguished, and Wofo is responsible for remitting the Shift Value, in accordance with these Terms. If Wofo does not remit any such received amounts, you will have recourse only against Wofo.
- 7.5 If the Provider fails to pay the Shift Value to Wofo within 21 days of the date payment is due, Wofo may recover from you any Shift Value paid to you in advance, by withholding and setting-off the value of the Shift Value from any pay-out amounts due to you. You will be required to pursue the Provider directly for recovery of the Shift Value not paid.
- 7.6 If the Provider pays Wofo for a Shift and later discovers that the corresponding Shift Value was not due (for example, where you did not complete the Shift), the Provider may recover any excess Shift Value from you directly under the relevant Independent Contractor Agreement.
- 7.7 If you owe any amount to Wofo (whether as a result of a failure to complete any Shift, due to your actions as a Worker or otherwise), then Wofo may (but is not obliged to) withhold and set-off any amounts owing to Wofo from any pay-out amounts due to you. If Wofo does so, then your obligation to pay Wofo will be satisfied to the extent of the amount withheld by Wofo, and Wofo will cease to owe to you any obligations (including any obligation to pay you) with respect to the amount withheld.
- 7.8 If you do not pay any amounts due to Wofo in full and on time, then Wofo may charge you default interest at the rate of 15% per annum (calculated daily from the due date). You must pay any and all costs incurred by Wofo (including legal costs, as between solicitor and client) in the enforcement or attempted enforcement of any of Wofo's rights, remedies or powers under these Terms.

## **8. CANCELLATIONS**

- 8.1 No amount will be payable by a Provider to you if:
  - (a) you or the Provider cancel a reserved Shift request before the reserved Shift is confirmed by the Provider;

- (b) the Provider or Wofo cancel a confirmed Shift at any time before commencement of that confirmed Shift; or
  - (c) you cancel a confirmed Shift more than 6 hours before the time that Shift is scheduled to commence.
- 8.2 If you wish to cancel a confirmed Shift within 6 or fewer hours before the time a Shift is scheduled to commence, or if you choose to not complete the Shift, then:
- (a) Wofo may charge you a cancellation fee of up to 50% of the Worker Service Fee for that Shift; and
  - (b) the Provider is not required to pay the remainder of any Shift Value to you in respect of that Shift.
- 8.3 Except where the Provider terminates an Independent Contractor Agreement due to your material breach of the Independent Contractor Agreement, if a Provider cancels a confirmed Shift once the Shift has started or does not permit you to complete an accepted Shift, then:
- (a) the Provider must pay Wofo the full Provider Service Fee for that Shift; and
  - (b) the Provider must pay you for the full Shift Value if you were providing services for the Shift as at the time of cancellation.
- 8.4 In certain circumstances, Wofo may decide, in its sole discretion, that it is necessary or desirable to cancel a confirmed Shift, in which case Wofo may decide not to charge any fee.

## **9. RESTRICTIONS**

- 9.1 You agree that when you use the Platform you will comply with all applicable Australian laws and these Terms. In particular, but without limitation, you agree not to:
- (a) use the Platform for any unlawful or fraudulent purpose, including to represent yourself as or impersonate a Worker or Provider, if you are not one;
  - (b) take any action that could interfere with the normal operation of the Platform or any Wofo activity;
  - (c) reserve or accept a Shift if you will not be the person completing the Shift yourself (except where Wofo has expressly permitted you in writing to act on behalf of others);
  - (d) impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
  - (e) use automated scripts to collect information from or otherwise interact with the Platform;
  - (f) use the Platform to find a Provider and then complete a Shift independent of the Platform, in order to circumvent the obligation to pay any Worker Service Fee or Provider Service Fee related to the Wofo Services or for any other reason;
  - (g) accept or make a payment for a Shift outside of Wofo – and if you do so, you acknowledge and agree that you:
    - (i) would be in breach of these Terms;
    - (ii) accept all risks and responsibility for such payment, and
    - (iii) indemnify and hold Wofo harmless from any liability in connection with such payment;
  - (h) provide to Providers any extra services not covered by these Terms;
  - (i) provide inaccurate, defamatory or offensive feedback in relation to a Provider;

- (j) use any information available through the Platform that could compromise any person's security or use of the Platform;
- (k) access data of which you are not an intended recipient or log into a server or account on a network related to the Platform that you are not expressly authorised to access;
- (l) infringe any third party intellectual property rights;
- (m) allow any other person to use your account;
- (n) make or distribute copies of the Platform;
- (o) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Platform;
- (p) create derivative works based upon the Platform of any kind whatsoever or any software or programming related to the Platform;
- (q) use the Platform for any unfair commercial or competitive advantage, any illegal, defamatory or objectionable purpose, or any purpose that could bring the reputation of Wofo into disrepute; or
- (r) allow any third party to do any of these things.

## **10. SUSPENSION AND TERMINATION**

- 10.1 We may decide to limit, suspend, deactivate or terminate your agreement with Wofo under these Terms at any time without liability to you, if you:
- (a) breach these Terms and the breach is incapable of remedy, or you do not remedy the breach within 14 days;
  - (b) become insolvent or unable to pay your debts as they fall due, or enter liquidation, bankruptcy, voluntary administration, statutory management or similar; or
  - (c) commit any act or omission that may bring Wofo into disrepute or otherwise prejudice Wofo's interests in our sole discretion.
- 10.2 If we exercise our discretion under these Terms to suspend, deactivate or terminate your agreement with Wofo under these Terms, any or all of the following can occur with or without prior notice or explanation to you:
- (a) all rights and licences granted to you in respect of the Platform will cease, and you must immediately stop using the Platform;
  - (b) any pending or accepted future Shifts will be immediately terminated;
  - (c) we may communicate to any Providers that a potential or confirmed Shift has been cancelled; and
  - (d) you will not be entitled to any compensation for Shifts (even if confirmed) that were cancelled as a result of a suspension, deactivation or termination of your agreement with Wofo under these Terms.
- 10.3 You may terminate your agreement with Wofo under these Terms by providing not less than 30 days' written notice to us.
- 10.4 If you wish to restart your agreement with Wofo, you will have to re-register as a Worker in accordance with these Terms.

## 11. WORKER PROFILES

- 11.1 Your Worker profile will be created for your use of the Platform based upon the personal information you provide to us. You may not have more than one active Wofo Worker account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete.
- 11.2 By registering as a Worker you warrant and represent that all of the information provided to us by you as part of the registration process is correct, complete or not misleading in any respect.
- 11.3 Wofo reserves the right to suspend or terminate your account and your access to the Platform if you create more than one Worker account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current or incomplete.
- 11.4 By registering and being registered as a Worker, you confirm that you are legally entitled to work in Australian and to provide relevant services to Providers.
- 11.5 You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Wofo account, whether or not you have authorised such activities or actions. You will immediately notify Wofo of any unauthorised use of your account.
- 11.6 You agree to notify us promptly if your device on which the Platform is accessed/stored is lost or stolen, or if you become aware that another person has accessed the Platform in your name. You are liable for, and will take reasonable care to protect, each device you use to access the Platform from loss or theft.
- 11.7 We may (but are not required to) from time to time check your information against databases we have access to. You consent to the disclosure of the personal information you provide to us, for the purpose of this verification and any subsequent re-verification(s).
- 11.8 As a Worker, you agree to immediately disclose to Wofo any complaint made about you. You also agree to immediately notify Wofo if you are the subject of any investigation or disciplinary proceedings by the Health and Disability Commissioner, Nursing Council of Australian, Te Whatu Ora Health Australian or any other relevant industry regulatory body, including by providing the nature of the complaint, investigation or disciplinary proceedings. You accept that Wofo may in its discretion elect to do one or more of the following:
  - (a) temporarily suspend your account and use of the Platform pending the outcome of the complaint, investigation or disciplinary proceedings;
  - (b) notify any Providers with whom you have reserved or accepted a Shift about the existence and nature of the complaint, investigation or disciplinary proceedings, so that each Provider can make an informed decision about whether to proceed with the accepted Shift or to accept your Shift reservation; or
  - (c) temporarily update your Worker profile on the Platform to notify Providers that you are subject to a complaint, investigation or disciplinary proceedings, so that Providers can make an informed decision about whether to engage with you.

## 12. NO ENDORSEMENT

- 12.1 Wofo does not endorse or guarantee any Provider or Shift. You understand that:
  - (a) you are required by these Terms to provide accurate information;
  - (b) even if Wofo recommends you or any particular Provider, this is not an endorsement or representation of quality and Wofo will not be liable for any such recommendation; and
  - (c) although Wofo may undertake additional checks and processes designed to help check the identities or backgrounds of Providers, Wofo does not confirm, endorse or make any representations about you, any Provider or any Shift.



- 12.2 Wofo recommends that you always carry out your own evaluation and take due care when deciding whether to reserve a Shift from a Provider. Wofo is not responsible for any damage or harm resulting from your interactions with Providers.
- 12.3 Wofo may, in its discretion, give you a Wofo User Feedback (**WUF**) score, which helps determine which Shifts you can see/reserve. Wofo may amend any elements of how it calculates each WUF in its sole discretion, and any decision by Wofo in connection with any WUF is final.

### **13. APPOINTMENT OF WOFO AS LIMITED AGENT**

- 13.1 You understand that each Provider appoints Wofo as its limited authorised agent for the purpose of listing, amending, negotiating and confirming reserved Shifts on its behalf.
- 13.2 You appoint Wofo as your limited payment collection agent solely for the purpose of accepting the Shift Value from Providers. You agree that payment made by a Provider through Wofo will be considered the same as a payment made directly to you.
- 13.3 You understand that Wofo accepts payments from Providers as your limited payment collection agent and that Wofo's obligation to pay you is subject to, and conditional upon, successful receipt of the associated payments from Providers.
- 13.4 Despite any agency arrangements, Wofo assumes no liability for any acts or omissions of you or any Provider.

### **14. PRIVACY**

- 14.1 You agree that Wofo's Privacy Policy (as may be updated from time to time) governs Wofo's collection and use of your personal information. Wofo's Privacy Policy is available at Wofo's website: [www.medstaff.co.nz/privacy](http://www.medstaff.co.nz/privacy).

### **15. PLATFORM**

- 15.1 In order to use the Platform your device must meet any requirements we notify you of from time to time, and must have an internet data connection with location services activated. The Platform may function on mobile devices with other specifications, but we cannot guarantee that it will operate correctly on your device.
- 15.2 You may at times be required to download any updates to or new versions of the Platform when these are made available to continue using the Platform.
- 15.3 The Platform is intended to be available for use at all times, but:
- (a) you may not have access to all of the functions of the Platform;
  - (b) the Platform may only be available in certain areas, which we will decide in our sole discretion;
  - (c) from time to time, we may change the availability of the Platform, or functions within it, without telling you, including for maintenance, operational and technical reasons; and
  - (d) given it is provided over the internet, GPS and mobile networks, you acknowledge that the quality and availability of the Platform may be affected by factors outside our reasonable control.
- 15.4 We are not liable for:
- (a) any error or non-performance of the Platform arising from your use of the Platform;
  - (b) any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program;
  - (c) any unavailability of the Platform (or parts of it);

- (d) any difficulty or inability to download or access content; or
- (e) any other malfunction or communication system failure.

## 16. INTELLECTUAL PROPERTY

- 16.1 By downloading the Platform and registering as a Worker you are granted a non-exclusive, non-transferable, royalty-free, revocable licence to use the Platform for your personal use in accordance with these Terms.
- 16.2 You cannot send the Platform to anyone else, and you are not allowed to copy, or modify the Platform, any part of the Platform, or our trademarks in any way. You are not allowed to attempt to extract the source code of the Platform, and you also must not try to translate the Platform into other languages, or make derivative versions. The Platform itself, and all the trade marks, copyright, database rights and other intellectual property rights related to it, remain our property at all times.
- 16.3 If you add any content to the Platform, you agree that:
- (a) you own the content or you have the legal right to use the content/image;
  - (b) use of the content will not breach any person's intellectual property rights;
  - (c) you will not add anything that we might consider offensive, harmful, inaccurate or inappropriate; and
  - (d) to the best of your knowledge, the content does not contain any viruses.
- 16.4 By adding content to the Platform, you grant us a non-exclusive, transferable, royalty-free, perpetual, worldwide and irrevocable license to use the content for any purpose in connection with Wofo.
- 16.5 We have sole discretion to remove or alter any content or images that we consider offensive, harmful, inaccurate or inappropriate. If we suspect you have breached this clause, we may immediately terminate your account or take any action necessary or desirable to address any breach.
- 16.6 You indemnify us for any loss we incur as a result of your breach of this clause 16.
- 16.7 If you provide us with ideas or suggestions relating to the Platform (**Feedback**):
- (a) we will own all intellectual property rights in that Feedback and anything created as a result (including new material, modifications or derivative works); and
  - (b) we may use or disclose the Feedback for any purpose.

## 17. FORCE MAJEURE

- 17.1 No party to these Terms will be liable for failure to perform its obligations if the failure results from any cause beyond that party's reasonable control, including force majeure, act of God, fire, explosion, epidemic or pandemic, industrial dispute or governmental action.

## 18. DISCLAIMERS

- 18.1 By using the Platform you agree that any legal remedy or liability that you seek to obtain for actions or omissions of Providers or other third parties will be limited to a claim against the particular Provider or other third parties who caused you harm. This includes any loss or damage to you, your assets, or to anyone else that occurs in connection with a Shift.
- 18.2 You agree not to attempt to impose liability on or seek any legal remedy from Wofo with respect to such actions or omissions.

- 18.3 If you choose to use the Platform, you do so at your sole risk. You acknowledge and agree that Wofo does not have an obligation to conduct background or Police checks on you or any Provider, but may conduct such background or Police checks in its sole discretion.
- 18.4 You understand that Wofo is not required to make any attempt to verify the statements of Providers on the Platform or to review or inspect any Provider.
- 18.5 You are not an employee of, or contractor to, Wofo. You do not provide any services to us, and nothing in these Terms, any Independent Contractor Agreement or the Platform will constitute any trust, employment relationship, joint venture, partnership, agency or arrangement between you and Wofo, except for the limited agency set out in clause 13.

## **19. LIABILITY & INDEMNITY**

- 19.1 In relation to the Platform, Wofo will not be liable for any losses, costs, expenses or liabilities of whatever nature and howsoever arising, unless they arise as a direct result of:
  - (a) any material breach of these Terms by Wofo; or
  - (b) any gross negligence, wilful default, fraud, or dishonesty by Wofo.
- 19.2 You are solely liable for all activity that takes place on the Platform in your name, even if you comply with these Terms and do not participate in or condone the activity.
- 19.3 You are liable for any costs charged by your internet service provider, including any data connection costs charged in connection with your download or use of the Platform.
- 19.4 You are solely responsible for ensuring that the information you provide to us when setting up, amending, reserving, accepting or completing Shifts is accurate. We accept no liability for the accuracy of the information you or any Provider supplies to us when setting up, amending, reserving, accepting or completing Shifts.
- 19.5 Neither you nor Wofo will be liable to the other party for any indirect or consequential loss or damage arising out of you using or accessing the Platform. Subject to this, and to the extent permitted by law, you indemnify and will keep indemnified Wofo against all loss or damage suffered or incurred by Wofo arising in connection with your use of the Platform, any Shifts, any disputes with a Provider, any breach of these Terms or any Independent Contractor Agreement or otherwise.
- 19.6 Except for our obligations to pay any Shift Value to you under these Terms, to the extent permitted by law, Wofo's maximum aggregate liability for any loss or damage suffered or incurred by you arising in connection with your use of the Platform or otherwise will be \$10.
- 19.7 Wofo gives no warranties as to the performance, reliability or availability of the Platform at any time. To the fullest extent permitted at law, the Platform is provided "as is" and without warranty of any kind. To the extent permitted by law, Wofo also excludes and disclaims all implied warranties, such as fitness for purpose, merchantability and non-infringement.
- 19.8 Wofo is not party to any Independent Contractor Agreement or completion of Shifts between a you and a Provider. Any transaction or contract between you and a Provider is entirely at the risk of you and the Provider.

## **20. COMPLAINTS**

- 20.1 You will only be entitled to a refund of the Worker Service Fee if there is a fault with the Platform and we are required by law to provide a refund. Recovery by the Provider of any Shift Value already paid to you in respect of a Shift is a matter for you and Provider under the relevant Independent Contractor Agreement.
- 20.2 If you have any comments or complaints about the Platform itself, or about any action by us, or wish to dispute any Worker Service Fee, please contact us via the Site.

**21. UPDATES**

21.1 We may make changes to these Terms from time to time. The updated Terms will apply from the time that they are made available to you via the Platform or notified to you via email or any other method. If you do not agree to any change we make, you must stop using the Platform, the Wofo Services and the Site immediately.

**22. GENERAL**

22.1 If any provision of these Terms becomes unenforceable, that provision will be read down to become enforceable or, if not possible, deleted. The other provisions will continue to apply with full effect.

22.2 These Terms supersede all previous understandings, agreements and representations and constitute the entire agreement between the parties.

22.3 From time to time, the Platform may contain links to websites, or the contact information of other persons. These links do not represent any endorsement by Wofo of the products or services offered by any other person.

22.4 All dollar figures in these Terms, the Platform or any Independent Contractor Agreement are in AUD.

22.5 Australian law governs the Platform, the Site, these Terms and any Independent Contractor Agreement. Australian courts have exclusive jurisdiction.