# **Mable Support Worker Terms**

These terms commence on 26 September 2025 (or 27 August 2025 if you joined Mable on or after this date).

#### Introduction

- A Mable Technologies Pty Ltd ACN 162 890 379 (**Mable**, **We**, **Us**, **Our**) operates a Platform, accessible online or through an app, designed to connect Clients who are looking for Care Services with Support Workers who provide those Care Services (the **Platform**).
- B Mable Payment Services Pty Ltd ACN 635 828 170 (**MPS**) acts as a collection agent for Mable and You, under the limited arrangements as specified in the Agreement.
- C The following Members use the Platform: Coordinators, Client Members and Support Workers.
- D You are a Support Worker who provides care and related services, and You wish to use the Platform to search for Clients and to book and receive payment for Care Services provided to them.
- E The Platform Terms (which forms part of the Agreement) applies to each Member's access to and use of the Platform and Platform Services. The definitions in the Platform Terms apply to the Coordinator Terms.
- F Each Member must comply with the Agreement that applies to them as set out in the Platform Terms. The Terms of Use that applies to You, as a Support Worker, comprises of these Support Worker Terms, the Platform Terms and the Mable Policies (this is further described in the Platform Terms). The Support Worker Terms do not apply to Coordinators or Client Members.
- Importantly, We only provide You with access to the Platform and the Platform Services under the Terms of Use. The Terms of Use regulates the terms and conditions of access to the Platform and provision of the Platform Services only. The Terms of Use does not apply to Care Services performed by You as a Support Worker and the terms and conditions of any such engagement between You and a Client or Coordinator are to be agreed and separately documented in a Care Services Agreement.
- H You acknowledge and agree that it is a condition of access to the Platform and provision of the Platform Services that any Care Services Agreements You are party to must comply with the Platform Minimum Requirements set out in the Platform Terms at all times.
- I Any engagement between You and a Client, or their Coordinator, for Care Services is solely between You and that Client or Coordinator, which is documented in a separate Care Services Agreement.
- J There are some circumstances where We can suspend or terminate Your Account, or suspend the provision of the Platform Services in respect of a particular Care Services Agreement, and Our rights to do so are described in the Platform Terms.
- Our rights to amend the terms of and the fees and charges under the Terms of Use are set out in the Platform Terms. If Mable amends the terms of or the fees and charges under the Terms of Use, You will have the rights set out in the Platform Terms (as applicable).
- In the Terms of Use, capitalised terms have specific meanings. The meaning for each of those capitalised terms is listed in the Dictionaries located in clause 26 of these Support Worker Terms, and in the Platform Terms.

### Part 1: Dos and don'ts

### 1 What You must do

- (a) Part 1 of the Platform Terms includes details of the things that You must do are specified in Part 1 of the Platform Terms.
- (b) Without limiting, and in addition to, Part 1 of the Platform Terms, You must during the Term:
  - (i) comply with the NDIS Code of Conduct if You are providing Care Services to or interacting with a participant of the NDIS;
  - (ii) comply with the Code of Conduct for Aged Care if You are providing Care Services to or interacting with a Client who receives or wishes to receive aged care;
  - (iii) only access and use the Platform for the sole purpose of connecting and engaging with Client Members or Coordinators in accordance with the Terms of Use, or for accessing the Learning Hub; and
  - (iv) report any incidents of abuse or neglect of a child, an elderly person or a person with a disability to the relevant state authority and to Us (except where prohibited or excepted by Law) and if required and applicable make a mandatory report under the Aged Care Serious Incident Response Scheme or NDIS Reportable Incidents Scheme.

#### 2 What You must not do

### 2.1 **Prohibited Conduct**

- (a) Part 1 of the Platform Terms includes details of the things that You must not do.
- (b) Without limiting, and in addition to, Part 1 of the Platform Terms, You must not:
  - (i) engage in any Avoidance Conduct, or otherwise fail to comply with clause 2.2; or
  - (ii) arrange to provide services similar to or the same as the Care Services to Clients other than through the Platform.

### 2.2 Taking arrangements off of the Platform (Avoidance Conduct)

- (a) The conduct referred to in clauses 2.2(c) and 2.2(d) is **Avoidance Conduct**, which constitutes Prohibited Conduct under the Terms of Use.
- (b) You acknowledge and agree that:
  - (i) the Platform is not a platform developed to introduce Support Workers to Members for them to then continue their arrangements off the Platform;
  - (ii) the Platform has various safety measures in place that will no longer apply if Support Workers and Members are merely introduced and then engage off the Platform; and
  - (iii) Our model has been developed to charge smaller fees on an ongoing basis rather than a large upfront fee that would apply if We were to provide a recruitment or referral service.
- (c) During the Term of the Terms of Use:
  - (i) You are only entitled to use the Platform for the purposes described in the Terms of Use. You must not access or make use of the Platform for the purpose of developing a competing business, or for recruiting any other Member to provide or receive Care Services outside of the Platform;
  - (ii) You must only book and receive payment for Care Services through the Platform; and

- (iii) You must not encourage or solicit any Member to avoid making payments through the Platform or avoid paying the fees that are due to Us under their agreement with Us (including the Mable Fees).
- (d) For a period of 12 months from the date You last accessed the Platform, in relation to Clients or Coordinators You met on the Platform, You must not:
  - (i) arrange or provide services similar to or the same as the Care Services to that Client, or to that Coordinator's clients or customers, other than through the Platform; or
  - (ii) directly invoice that Client (or their nominated funding party), or that Client's representative (including a Coordinator), or accept any payment from that Client (or their nominated funding party), or that Client's representative (including a Coordinator) other than through the Platform for the provision of services similar to or the same as the Care Services.
- (e) The restrictions set out in clause 2.2(d) survive termination of the Terms of Use, unless We terminate the Terms of Use for convenience under Part 11 of the Platform Terms, in which case the restrictions set out in clause 2.2(d) cease to apply as at the date of termination.
- (f) You agree to immediately notify Us if a Client, Provider Customer or Coordinator requests that You be involved in any Avoidance Conduct.
- (g) You acknowledge and agree that if You engage in Avoidance Conduct, or otherwise fail to comply with this clause 2.2:
  - (i) such conduct will constitute a material breach of an essential term of the Terms of Use, and a Material Breach Event pursuant to Part 11 of the Platform Terms;
  - (ii) We will suffer Loss as a result of such conduct; and
  - (iii) We will be entitled to remedies as a result of such conduct, including:
    - (A) pursuant to the indemnity by You under clause 12.1(a)(ii);
    - (B) suspension or limitation of Your access to or use of the Account under Part 11 of the Platform Terms;
    - (C) investigating the conduct under Part 11 of the Platform Terms;
    - (D) termination of Your Account (and the Terms of Use) under Part 11 of the Platform Terms;
    - (E) damages as a result of breach of contract; and/or
    - (F) any other remedies that may be available to Us under the Terms of Use or at Law.

# Part 2: Getting started (onboarding)

# 3 Your agreement with Mable

Part 2 of the Platform Terms sets out the Terms of Use that applies to You, and the duration (Term) of the Terms of Use.

# 4 Eligibility to use the Platform and Platform Services

(a) You must have Approval by Us pursuant to Part 2 of the Platform Terms to gain full access to the Platform and Platform Services. You will only receive Approval if You meet the following eligibility criteria (**Eligibility Criteria**):

- (i) You have a genuine intention to perform the role of Support Worker (as that term is defined in the Platform Terms) for at least one Client through the Platform;
- (ii) If You are an individual:
  - (A) You are at least 18 years old; and
  - (B) You have the right, authority and capacity to enter into the Terms of Use;
- (iii) If You are not an individual:
  - (A) You are validly incorporated;
  - (B) You have the full power, authority and capacity to enter into the Terms of Use and any Care Services Agreements;
  - (C) all individuals providing Care Services through the Platform on Your behalf are Your employees, subcontractors or duly authorised agents;
  - (D) You must ensure that any individual that You engage to provide the Care Services complies with the Terms of Use as if they were a party to it, including by meeting the Eligibility Criteria;
  - (E) You agree to be liable for the acts or omissions of those individuals in relation to provision of the Care Services;
- (iv) You have not:
  - (A) been convicted of any serious criminal offence, or any criminal offence involving murder, sexual assault, assault offences with an imprisonment term, fraud or dishonesty offences, drug trafficking, terrorism, or any offence relating to the safety of children or vulnerable persons;
  - (B) been required to register as a sex offender in any jurisdiction or with any governmental entity; or
  - (C) engaged in any conduct that would prevent You from lawfully and safely providing Care Services; and
- (v) You are not currently the subject of any complaints, claims, investigations, or other legal action, charges, proceedings or other litigation in respect of any criminal conduct described at clause 4(a)(iv).
- (b) You represent and warrant that You will only apply to create an Account if You meet all of the Eligibility Criteria listed above.
- (c) If at any time during the Term, You do not meet one or more of the Eligibility Criteria, You must notify Us immediately, and cease using the Platform and Platform Services and must not provide Care Services.
- (d) If You do not meet the Eligibility Criteria, We will not give You Approval under Part 2 of the Platform Terms, and We may terminate Your Account and the Terms of Use pursuant to Part 2 of the Platform Terms.
- (e) You agree that We may request information from You at any time to confirm that You meet, and continue to meet the Eligibility Criteria during the Term.

### 5 Approval of a Member

Creating an Account and Approval of a Member is described in the Platform Terms.

### 6 Member Verification

The Verification Checks that We perform (and disclaimers) are described in the Platform Terms.

# Part 3: Using the Platform

### 7 Using the Platform

- (a) We provide a Platform that allows You to connect with Clients and Coordinators, and We do not act on behalf of or act as agent for any Clients or Coordinators nor provide Care Services.
- (b) When You are engaged by a Client or Coordinator through the Platform to provide a Client with Care Services, You and the Client or Coordinator contract with each other directly under a separate Care Services Agreement.
- (c) The Care Services Agreement regulates the terms and conditions for the provision of and performance of any Care Services provided by You. The Terms of Use does not regulate these terms and conditions or the performance of work by You.
- (d) You are responsible for negotiating, preparing, entering into and providing to each Client or Coordinator (as applicable) the Care Services Agreement for Your engagement. We are not involved in and We are not a party to any Care Services Agreements.
- (e) You must ensure that the terms and conditions of any Care Services Agreements entered into by You meet the Platform Minimum Requirements for access to the Platform and provision of the Platform Services at all times. Where the Platform Minimum Requirements are amended or varied in accordance with the Terms of Use, You must ensure that any Care Services Agreements You are party to at that time is varied to meet the Platform Minimum Requirements as soon as practicable.
- (f) The Agreed Rate (which is used to determine some of the Mable Fees and the Cost of Support) will be decided by You and the Client or Coordinator (as applicable) and will be set out in the Care Services Agreement. When determining the Agreed Rate, You must not agree to an hourly rate for labour provided as part of the Care Services that is less than the Minimum Rate, and if an overnight or flat rate is used, the effective Agreed Rate must be at least the Minimum Rate for active time, after taking into account any applicable breaks, sleeping or passive time.
- (g) We are not involved in and are not a party to any Care Services Agreements.
- (h) You acknowledge and agree that We do not have the right to, and We will not, control the manner or method of accomplishing the Care Services which are to be provided by You to each Client.
- (i) Any engagement between You and a Client or Coordinator for Care Services is solely between You and that Client or Coordinator.
- (j) You solely decide whether to provide an offer to a Client or Coordinator to provide a Client with Care Services and the terms and conditions on which they are to be provided and performed, and the Client or Coordinator solely decides whether to engage You to provide those Care Services.
- (k) During the process of entering into the Care Services Agreement, You will be required to consent to the debiting or charging of any GST or other taxes in connection with Your engagement by the Client or Coordinator under the Care Services Agreement.
- (I) You are solely responsible for complying with and remitting all required taxes, levies and contributions that may be applicable under or pursuant to the Terms of Use or the Care Services Agreement, including GST, employment taxes and superannuation related to any of Your supplies under the Terms of Use or under the Care Services Agreement.

- (m) You must ensure that You read and understand Your rights and obligations under each Care Services Agreement prior to entering into it. We will not be responsible or liable under any Care Services Agreements.
- (n) Without limiting Part 5 of the Platform Terms, You and We acknowledge and agree that neither You nor We can bind the other or represent that it has any authority to do so.
- (o) Part 3 of the Platform Terms sets out further detail about the Care Services Agreement.

### 8 Service Log and Invoice on completion of Care Service

- (a) You are required to provide Us with information about the Care Services provided or performed by You under a Care Services Agreement in order for Us to provide the Platform and Platform Services to You.
- (b) Promptly after providing a Care Service, You must create a Service Log.
- (c) The Client or Coordinator (as applicable) will then be notified of the Service Log via an email generated through the Platform. The Client or Coordinator (as applicable) is required to approve or reject the Service Log within 24 hours of notification (**Review Period**).
- (d) The Client or Coordinator (as applicable) will be deemed to have approved the Service Log if they do not reject the Service Log before the expiration of the Review Period.
- (e) Once the Service Log is approved or deemed to be approved by the Client or Coordinator, an invoice is issued for the Cost of Support and the Mable Fees under clause 14.1.
- (f) Approval or deemed approval of a Service Log does not prevent a Client or Coordinator from disputing an invoice. If a Client or Coordinator wishes to seek a review of or dispute an invoice, they can do so by contacting Us. Any dispute about an invoice will be managed in accordance with clause 23.
- (g) If a Client or a Coordinator wishes to turn off the automatic approval of Service Logs in relation to one or more Care Services Agreements, the Client or Coordinator can send Us a request here: <a href="mailto:accounts@mable.com.au">accounts@mable.com.au</a>, or use the functionality within the Platform (if available). Upon receiving that request, We will turn off the automatic approval of Service Logs in relation to the relevant Care Services Agreements.
- (h) You acknowledge and agree that, if a Client or Coordinator turns off the automatic approval of Service Logs for a particular Care Services Agreement:
  - the Client or Coordinator must actively approve or reject Service Logs for Care Services received under that Care Services Agreement in order for payment to be facilitated;
  - (ii) failure to approve such Service Logs will prevent invoices from being issued to the Client and Coordinator, and impact upon the timing of payment to Us and to You; and
  - (iii) We are not responsible or liable for any late payments by a Client or a Coordinator to You which is in breach of the relevant Care Services Agreement, by virtue of any inaction to approve or reject a Service Log in a timely manner.

### Part 4: Mable's services to You

#### 9 Provision of the Platform Services

The Platform Terms includes more detail about the Platform Services that We provide to You.

### Part 5: What Mable doesn't do

#### 10 What Mable doesn't do

- (a) Part 5 of the Platform Terms includes a description of those things that We don't provide to You.
- (b) Once You are a Member, You may choose to join the "Learning Hub" which is provided by a third party (and not Us) (**Learning Hub**).
- (c) You are not required to use the Learning Hub, but, if You elect to do so, Your access and use will be subject to the relevant third party's terms and conditions. To understand how any such third party utilises Your information, You should familiarise Yourself with their terms and conditions and their privacy policy.
- (d) Without limiting, and in addition to, Part 5 of the Platform Terms, We do not provide You with access to the Learning Hub. As outlined in clauses 10(b)(b) and 10(c), the Learning Hub is an optional service that You can choose to access should You wish, which is not operated by Us.

# Part 6: When Your and Our liability may be excluded or limited

### 11 What Mable is not responsible for

The Platform Terms includes a description of those things that We are not responsible nor liable for.

### 11.1 Exclusion of Consequential Loss

To the maximum extent permitted by Law, but subject to the Non-Excludable Guarantee set out in Part 6 of the Platform Terms, We and each of Our Affiliates are not liable to You, and You are not liable to Us, for any Consequential Loss, whether arising under contract, tort (including negligence), equity, statute or otherwise.

### 11.2 Exclusion of Liability

To the maximum extent permitted by Law, but subject to the Non-Excludable Guarantee set out in Part 6 of the Platform Terms, We and each of Our Affiliates are not liable to You or any third party, whether in contract, warranty, tort (including negligence and strict liability), statute, or otherwise, for any of the following in relation to the Care Services that You provide to Clients, or any other services provided by You under a Care Services Agreement:

- (a) injury to or death of any person;
- (b) loss of or damage to property;
- (c) advice, treatment or other services rendered by You;
- (d) malpractice Claims against You;
- (e) Your use of the Learning Hub; and
- (f) other Claims or Losses that may directly or indirectly arise, or any other action or omission by You.

### 11.3 Liability Cap

Subject to clause 11.4, and the Non-Excludable Guarantee set out in Part 6 of the Platform Terms, to the maximum extent permitted by Law:

(a) Our liability, and the liability of each of Our Affiliates, to You, in respect of all Claims arising under or in connection with the Terms of Use, whether arising under statute, contract, tort (including negligence), equity or otherwise:

- (i) is limited to the sum of all Support Engagement Fees paid and payable by Clients, in relation to Your Care Service in the 12 months leading up to the Claim giving rise to the liability; and
- (ii) is reduced to the extent that the liability arises out of Your wilful misconduct, negligence or unlawful act or omission; and
- (b) Your liability to Us in respect of all Claims arising under or in connection with the Terms of Use, whether arising under statute, contract, tort (including negligence), equity or otherwise:
  - (i) is limited to the sum of all Support Engagement Fees paid and payable by Clients in relation to Your Care Services in the 12 months leading up to the Claim giving rise to the liability; and
  - (ii) is reduced to the extent that the liability arises out of Our wilful misconduct, negligence or unlawful act or omission.

#### 11.4 Unlimited Liabilities

- (a) Our liability to You under or in connection with the Terms of Use is not excluded or limited:
  - (i) under the indemnities given by Us under clause 12.2; or
  - (ii) for fraud or any other liability that cannot be excluded or limited by any Law.
- (b) Your liability to Us under or in connection with the Terms of Use is not excluded or limited:
  - (i) under the indemnities given by You under clause 12.1; or
  - (ii) for fraud or any other liability that cannot be excluded or limited by any Law.

#### 12 Indemnities

### 12.1 You indemnify Mable

- (a) You indemnify Us and Our Affiliates against all Claims and Losses suffered or incurred by Us or Our Affiliates that are caused by or arise from any of the following that occur under or in connection with this Terms of Use, Your use or misuse of the of the Platform or Platform Services or in relation to the Care Services that You provide:
  - (i) Your breach of any Law;
  - (ii) You engaging in Avoidance Conduct, or otherwise failing to comply with clause 2;
  - (iii) Your breach of the Terms of Use as a result of Your reckless, fraudulent or malicious acts or omissions:
  - (iv) a Claim from a third party against Us arising from Your breach of the Care Services Agreement;
  - (v) death of or injury to any person caused or contributed to by You;
  - (vi) loss of or damage to personal property caused or contributed to by You;
  - (vii) the Care Services that You provide;
  - (viii) failure of any Care Services Agreements meeting the Platform Minimum Requirements;
  - (ix) any Claim by a third party that Your Content infringes the Intellectual Property Rights of any person; and
  - (x) Your use of Our Proprietary Material in breach of the Platform Terms.

- (b) Your liability to indemnify Us under clause 12.1(a) is reduced to the extent that the relevant Claims or Losses were caused or contributed to by Our or Our Affiliates' wilful misconduct, negligence or unlawful act or omission.
- (c) To the extent that the indemnities set out in clause 12.1(a) apply to Our Affiliates, We will hold the benefit of such indemnities on trust for those Affiliates.

# 12.2 We indemnify You

- (a) We indemnify You against all Claims and Losses suffered or incurred by You that are caused by or arise from:
  - (i) Our breach of the Terms of Use as a result of Our reckless, fraudulent or malicious acts or omissions: or
  - (ii) any Claim by a third party that Our Proprietary Material or the provision of the Platform infringes the Intellectual Property Rights of any person.
- (b) Our liability to indemnify You under clause 12.2(a) is reduced to the extent that the relevant Claims or Losses were caused or contributed to by Your wilful misconduct, negligence or unlawful act or omission.

# Part 7: Price and payment

### 13 Payments to You and Us

- (a) In consideration of You providing the Care Services to a Client under a Care Services Agreement, the Client, Coordinator, or the Client's nominated funding party will pay You the Cost of Support in accordance with the terms and conditions of the Care Services Agreement.
- (b) Payment of the Mable Fees occurs under the Clients or Coordinator's agreement with Us.
- (c) In the event that the Client, Coordinator, or the Client's nominated funding party pays an amount on account of Care Services that You have provided that is less than the total fees required to be paid under the Care Services Agreement, the amount remitted to You and Mable by MPS may be reduced on a pro rata basis, proportionate to the amount that was actually received.
- (d) We have appointed MPS as Our collection agent, and by becoming a Member, You appoint MPS as Your collection agent, to provide payment collection and processing services, as further described in clause 14.1.
- (e) MPS is a Related Body Corporate of Mable, and MPS is a party to the Terms of Use for the limited purpose of performing its role as collection agent for Us and You, as described in the Terms of Use.
- (f) We may change the Mable Fees and the Minimum Rate in the manner set out in Part 7 of the Platform Terms.

# 14 Invoicing and payment

### 14.1 MPS as collection agent

- (a) Subject to any alternate payment arrangements that You enter into with MPS or Us, MPS will:
  - (i) issue the Client, Coordinator, or the Client's nominated funding party (if applicable), with an invoice for:
    - (A) the Care Services at the Cost of Support, payable by them to You under the Care Services Agreement; and
    - (B) the Mable Fees, payable by them to Us under their agreement with Us;

- (ii) use reasonable endeavours to collect payment from the Client, Coordinator, or the Client's nominated funding party (if applicable), for:
  - (A) the Care Services at the Cost of Support; and
  - (B) the Mable Fees;
- (iii) once payment is received from the Client, Coordinator, or the Client's nominated funding party:
  - (A) remit the Cost of Support to You into Your nominated account/s; and
  - (B) remit the Mable Fees to Us.
- (b) This means that the Coordinator, Client Member, or Client's nominated funding party (if applicable) will only receive invoices from MPS and not directly from You.
- (c) MPS reserves the right to correct any errors in the payment of fees and charges under the Terms of Use and where reasonable, provide notice to You and the relevant other parties.

### 14.2 Acknowledgements

- (a) Your acknowledgements in respect of payment under the Terms of Use are set out in Part 7 of the Platform Terms.
- (b) Without limiting and in addition to Part 7 of the Platform Terms, You acknowledge and agree that:
  - (i) MPS' obligation to collect payment from Clients, Coordinators and the Client's nominated funding party is a reasonable endeavours obligation only and does not require MPS nor Us to take any court or other debt recovery action to recover any debts;
  - (ii) the Client, Coordinator, or the Client's nominated funding party (as applicable), and not Us nor MPS, are solely liable to pay You, based on independently negotiated terms and rates agreed directly between that Client or Coordinator (as applicable) and You. Any payment passed on by Us or MPS to You is done solely in Our or MPS' capacity as a payment collection agent, and is not consideration for any supply that may be construed to be made or provided by You to Us or MPS:
  - (iii) You provide to the general public services similar to all activities in connection with the Terms of Use (including by any subcontractor that You may engage);
  - (iv) the Payment Processing Services may be interrupted by factors beyond MPS' control (including Force Majeure Events) and that MPS will use reasonable endeavours to resolve such interruptions and minimise their impact upon the Payment Processing Services; and
  - (v) subject to clause 11 of the Platform Terms, MPS will have no liability to You, nor other Members, nor Managed Clients for interruptions to the Payment Processing Services that were caused due to reasons beyond MPS' control (including Force Majeure Events).

# **Part 8: Facilitated Insurance Cover**

### 15 Facilitated Insurance Cover

- (a) The Facilitated Insurance Cover that applies to each Care Service that a Support Worker provides (subject to meeting certain eligibility criteria) is set out in Part 7 of the Platform Terms.
- (b) Your acknowledgements in respect of that Facilitated Insurance Cover are set out in Part 7 of the Platform Terms.

# Part 9: Privacy and Intellectual Property

#### 16 Privacy

If You receive Personal Information, including any health information, of any other person through Your use of the Platform, You must only use that information:

- (a) for the purpose of engaging with that person through the Platform, or for providing Care Services in accordance with a Care Services Agreement;
- (b) in accordance with Law (including applicable health records legislation, the Privacy Laws and the Australian Privacy Principles under the Privacy Act); and
- (c) in accordance with any relevant direction, guideline, determination or recommendation made by the Office of the Australian Information Commissioner or a state or territory privacy commissioner, health services commissioner and/or any equivalent body or agency,

and not for any other purpose.

# 17 Content and Intellectual Property

The rights and obligations of You and Us in relation to Content, publicity and Intellectual Property are set out in the Platform Terms.

# **Part 10: Suspension and Termination**

#### 18 Your suspension and termination rights

- (a) Your suspension and termination rights are set out in the Platform Terms.
- (b) You may have obligations to Clients under the relevant Care Services Agreement that may (amongst other things) require You to give prior written notice of any cancellation of Care Services; and
- (c) We have no control over any such obligations that You may have under the Care Services Agreements, and We are not responsible or liable for any consequences under the Care Services Agreement as a result of You terminating Your Account.

# 19 Our suspension and termination rights

Our suspension and termination rights are included in the Platform Terms.

### 20 Consequences of suspension or termination

The consequences of a suspension or termination are set out in the Platform Terms.

### Part 11: Disputes and how to report incidents or make a complaint

### 21 Incidents and complaints and feedback

The Platform Terms sets out how You can report an incident or make a complaint.

### 22 Dispute resolution Disputes between You and Mable

The Platform Terms sets out what occurs if there is a dispute between You and Us.

#### 23 Disputes between You and a Client or Coordinator

(a) Any disputes arising out of or in connection with the Care Services provided by You, or disputes otherwise arising under a Care Services Agreement, must be resolved directly between You and the Client or Coordinator (as applicable).

(b) We may, but are not obligated to, provide assistance, facilitate resolution of, monitor or request information regarding the disputes set out above, including in the event of a Client or Coordinator seeking a review of or disputing an invoice under clause 8(f).

#### Part 12: General

#### 24 We can amend the Terms of Use

The Platform Terms sets out how We can amend the Terms of Use.

#### 25 General Terms

- (a) The Platform Terms sets out the general clauses that apply to the Terms of Use.
- (b) In these Client Member Terms, a reference to a clause is a reference to a clause in these Client Member Terms, unless otherwise stated.
- (c) Despite termination of the Terms of Use, this clause 25, clauses 2.2(d), 2.2(g)(iii), 11, 12, 13(a), 14, 16, 17, 20, 21, 22, 23, and those other clauses that by their nature remain in force, shall survive.

#### 26 Dictionary

(a) In these Member Terms, capitalised terms have the meaning given to them below or are otherwise as defined in the Dictionary to the Platform Terms (refer to Part 14 of the Platform Terms):

**Code of Conduct for Aged Care** means the code of conduct published by the Aged Care Quality and Safety Commission from time to time, which is currently available here: <a href="https://www.agedcarequality.gov.au/for-providers/code-conduct.">https://www.agedcarequality.gov.au/for-providers/code-conduct.</a>

**Learning Hub** has the meaning given to that term in clause 10(b);

**NDIS Code of Conduct** means the code of conduct published by the NDIS Quality and Safeguards Commission from time to time, which is currently available here: <a href="https://www.ndiscommission.gov.au/rules-and-standards/ndis-code-conduct">https://www.ndiscommission.gov.au/rules-and-standards/ndis-code-conduct</a>.

**Payment Processing Services** means the payment collection and processing services provided by MPS as agent for You and Us, as described in clause 14.1.

**Review Period** has the meaning given to that term in clause 8(c).

**You, Your** means you, being the person entering into the Terms of Use as a Support Worker.

(b) The Dictionary in Part 14 of the Platform Terms contains the following defined terms used in these Member Terms:

Account
Affiliates
Agreed Rate
Approval
Australian Privacy Principles
Avoidance Conduct
Breach Event
Care Services
Care Services Agreement
Claim
Client
Client Member
Client Member Terms
Client Platform Fee
Client Premises

Mable Fees
Mable Policies
Managed Client
Material Breach Event
Member
Member Terms
Minimum Rate
MPS
Non-Excludable Guarantee
Party and Parties
Personal Information
Platform
Platform Services
Platform Minimum Requirements

Mable, We, Us, Our

Content
Consequential Loss
Coordinator
Coordinator Terms
Cost of Support
Eligibility Criteria
Facilitated Insurance Cover
Force Majeure Event
GST
Intellectual Property Rights
Law
Losses and Loss

Privacy Act
Privacy Laws
Prohibited Conduct
Related Body Corporate
Service Log
Site
Support Engagement Fee
Support Worker
Support Worker Terms
Term
Terms of Use
Verification Checks
Your Content

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