

These Terms of Use will go into effect from 22 August 2024.

Mable Support Worker Terms of Use

Introduction

- A Mable Technologies Pty Ltd ACN 162 890 379 (**Mable, We, Us, Our**) has created an online platform, including a smartphone App, designed to connect Support Workers who provide Care Services with persons who are looking to receive those Care Services (the **Platform**).
- B These Terms of Use (**Agreement**) apply to Support Workers, and do not apply to Provider Customers, Coordinators, Client Members or Managed Clients.
- C By creating a “Support Worker” Account on the Platform, You are a Support Worker and You agree to be bound by this Agreement in Your use of the Platform and Platform Services.
- D If You do not agree to be bound by this Agreement, You must not create an Account on the Platform.
- E Under this Agreement, We will provide You with access to and use of the Platform, and the following services through the Platform (the **Platform Services**):
- (i) the ability to engage with Clients;
 - (ii) the payment processing services (through our agent, MPS) described in clause 18;
 - (iii) the verification of Support Workers under clause 7; and
 - (iv) access to insurance cover for Care Services facilitated by Us (subject to certain eligibility criteria) under clause 19.1.
- F Once You are a Member, You may also access the Mable Learning Hub which is provided by a third party (and not Us) and you will be subject to the separate terms and conditions and privacy policy of that third party (refer to clause 11(h)).
- G When a Support Worker creates an Account on the Platform (that is accepted by Mable), they become a Member and are then able to engage with Clients. Mable will receive payment as a result of that engagement (this is described in clauses 17 and 18).
- H Importantly, We only provide You with access to the Platform and the Platform Services under this Agreement. This Agreement regulates the terms and conditions of access to the Platform and provision of the Platform Services only. It does not apply to Care Services performed by you for Clients and the terms and conditions of any such engagement between You and a Client are to be agreed and separately documented in a Care Services Agreement.
- I You are solely responsible for negotiating and preparing the Care Services Agreement, and the terms and conditions for the performance of Care Services, and 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 clause 9 at all times.
- J There are some circumstances where We can suspend or cancel Your Account or the provision of the Platform Services in respect of your Account or a particular Care Services Agreement. Our rights to do so are described in clause 24.
- K Our rights to amend this Agreement and the fees and charges are set out in clauses 29(a) and 17(e) (respectively). If We amend the Agreement under clause 29(a) or change the fees and charges under clause 17(e), You will have the rights set out in clauses 29(b) and 17(f) (respectively).

- L In this Agreement, capitalised terms have specific meanings. The meaning for each of those capitalised terms is listed in the Dictionary in Part 13, located at the end of this Agreement.

Part 1: Dos and don'ts

1 What You must do

You must, at all times when accessing or using the Platform:

- (a) comply with all Laws, the terms of this Agreement and each of the Mable Policies;
- (b) comply with the NDIS Code of Conduct if You are providing Care Services to or interacting with a participant of the NDIS;
- (c) 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;
- (d) only access and use the Platform for the sole purpose of connecting and engaging with Client Members or Client Managers in accordance with this Agreement, or for accessing the Mable Learning Hub;
- (e) only talk to other Members through the Platform for the purposes set out at clause 1(d);
- (f) 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; and
- (g) if You receive personal information or health information of any person through Your use of the Platform, only use that information:
 - (i) for the purpose of engaging with that Member through the Platform, or for the provision of Care Services in accordance with a Care Services Agreement;
 - (ii) in accordance with Law (including applicable health records legislation, the Privacy Act and the Australian Privacy Principles under the Privacy Act); and
 - (iii) 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.

2 What You must not do

- (a) You must not do, nor enable any other person to do, any of the following (**Prohibited Conduct**):
 - (i) provide Care Services for which you are not verified and approved by Mable to provide;
 - (ii) arrange to provide services similar to or the same as the Care Services to Clients other than through the Platform;
 - (iii) engage in any Avoidance Conduct, or otherwise fail to comply with clause 3;
 - (iv) reproduce, duplicate, copy, sell, resell or exploit any portion of the Platform or Platform Services;

- (v) harass, discriminate against, intimidate or otherwise engage in illegal or offensive behaviour with respect to any other Member, or use the Platform to stalk another person;
- (vi) engage in any fraudulent conduct through the Platform;
- (vii) conduct or promote any illegal activities while using the Platform or Platform Services;
- (viii) upload, distribute or print any Prohibited Content;
- (ix) use the Platform or Platform Services to generate unsolicited email advertisements or spam;
- (x) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via email (spam);
- (xi) misuse or attempt to interfere with the Platform or Platform Services, including by:
 - (A) attempting to reverse engineer or jeopardise the correct functioning of the Platform, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies the Platform, or attempt to gain access to secured portions of the Platform or Platform Services to which they do not possess access rights;
 - (B) uploading or transmitting to the Platform any form of virus, worm, trojan horse, or other malicious code;
 - (C) interfering in any way with the proper functioning of the Platform or Platform Services or interfere with or disrupt any servers or networks connected to the Platform or Platform Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Platform or Platform Services;
 - (D) using any high volume automatic, electronic or manual process to access, search, harvest, "screen scrape", monitor, "mine" information from the Platform or Platform Services (including without limitation robots, spiders or scripts) or copy any static or dynamic web page on the Site or Platform or the content contained on any such web page for commercial use without Mable's prior express written permission;
 - (E) mirror or frame the Platform or any Content, place pop-up windows over its pages, or otherwise affect the display of its pages; or
 - (F) impersonate any person, or otherwise misrepresent an affiliation with a person.
- (xii) otherwise behave in a manner that is contrary to the Code of Conduct.

3 Taking arrangements off of the Platform (Avoidance Conduct)

- (a) The conduct referred to in clauses 3(c) and 3(d) is **Avoidance Conduct**, which constitutes Prohibited Conduct under this Agreement.
- (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 this Agreement:
 - (i) You are only entitled to use the Platform for the purposes described in this Agreement. 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 Support Engagement Fee or Client Platform Fee).
- (d) For a period of 12 months from the date You last accessed the Platform, in relation to Clients or Client Managers 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 Client Manager'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 Provider Customer or Coordinator), or accept any payment from that Client (or their nominated funding party), or that Client's representative (including a Provider Customer or 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 3(d) survive termination of this Agreement, unless We terminate this Agreement under clause 24(a), in which case the restrictions set out in clause 3(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 3:
 - (i) such conduct will constitute a material breach of an essential term of this Agreement, and a Material Breach Event pursuant to clause 24(f);
 - (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 16.1(a)(ii);
 - (B) suspension of Your Account under clause 24(g)(i);
 - (C) investigating Your conduct under clause 24(g)(ii);
 - (D) termination of Your Account (and this Agreement) under clause 24(h)(i);
 - (E) damages as a result of breach of contract; and/or
 - (F) any other remedies that may be available to Us under this Agreement or at Law.

4 Prohibited Content

- (a) **Prohibited Content** is Content of any kind that:

- (i) is offensive, defamatory, distressing, harmful, insulting, intimidating, menacing, harassing, discriminatory, unlawful, false or misleading;
- (ii) poses, or may pose, a risk to any person;
- (iii) threatens, harasses, humiliates or ridicules any person, or is otherwise unlawful, or encourages any such activity;
- (iv) is posted, uploaded, published or disseminated without the lawful owner's permission, or breaches any obligation of confidentiality;
- (v) contains any false or misleading statements, representations or advertising, (including but not limited to representations about the Member's identity, qualifications, experience or reputation);
- (vi) advertises or promotes goods or services other than Care Services;
- (vii) is personal information about a person and is posted, uploaded, published or disseminated without that person's prior consent or in breach of any privacy law, or is contrary to Mable's Privacy Policy;
- (viii) infringes another person's copyright, trade mark or any other Intellectual Property Rights;
- (ix) includes a person's Account Credentials or is directed to accessing a person's Account other than in accordance with this Agreement or without the Account holder's consent;
- (x) may cause Us to breach any Law or otherwise expose Us to liability;
- (xi) is or includes any virus, worm, trojan, or other malicious or unauthorised code or disabling feature to or via the Platform or the Platform Services, or which may breach the requirements or cause the loss of services of Mable's internet service providers or other suppliers;
- (xii) is likely to interfere with or disrupt the proper and intended operation of the Platform or the Services, or is, or contains any means of automatically searching or mining data from the Platform; or
- (xiii) is contrary to any of the Mable Policies.

Part 2: Getting started (onboarding)

5 Eligibility to use the Platform and Platform Services

- (a) This Agreement will commence and be binding on You and Us at the time We accept Your application to create an Account and become a Member, and will continue until it is terminated by You or Us in accordance with the terms of this Agreement (**Term**).
- (b) To be a Member of the Platform, You need to meet the following eligibility criteria (**Member Eligibility Criteria**):
 - (i) 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 this Agreement;
 - (ii) If You are an organisation, company or other entity:
 - (A) You are validly incorporated;
 - (B) You have the full power, authority and capacity to enter into this Agreement 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 this Agreement as if they were a party to it; and
 - (E) You agree to be liable for the acts or omissions of those individuals in relation to provision of the Care Services;
- (iii) 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
- (iv) 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 5(b)(iii).
- (c) At all times during the Term, You must:
- (i) continue to meet the Member Eligibility Criteria;
 - (ii) have the necessary qualifications and skills to provide the Care Services to the Client;
 - (iii) not be prohibited from providing the Care Services under any Law;
 - (iv) continue to be a person legally authorised to work in Australia;
 - (v) if You are providing Care Services at a Client Premises, inspect the Client Premises and any equipment to ensure that it is a safe work environment each time You arrive at the Client Premises;
 - (vi) comply with the terms of this Agreement and all of the Mable Policies;
 - (vii) comply with the NDIS Code of Conduct if You are providing Care Services to, or interacting with a Client who is a participant of the NDIS;
 - (viii) comply with the Code of Conduct for Aged Care if You are providing Care Services to, or interacting with, a Client who is receiving aged care;
 - (ix) ensure that the information You provide to Us is true and not misleading;
 - (x) act in good faith in Your use of the Platform and Platform Services; and
 - (xi) not misuse the Platform or the Platform Services to cause harm or damage to Us or to any other person.
- (d) You represent and warrant that you will only apply to create an Account if you meet all of the Member Eligibility Criteria listed above.
- (e) If at any time during the Term, You do not meet the Member Eligibility Criteria, You must cease using the Platform and Platform Services and must not provide Care Services.
- (f) If You do not meet the Member Eligibility Criteria, We will not accept Your application to create an Account and You will not be provided with access to the Platform.

6 Becoming a Member

- (a) You must set up an Account in order to use the Platform.
- (b) To set up an Account, You need to provide specific information about You, and nominate Account Credentials.
- (c) You must ensure that You select a strong password (containing at least 8 characters, with at least one capital letter, one number and one special character), and that You keep Your Account Credentials secure.
- (d) You acknowledge and agree that:
 - (i) We rely on Account Credentials to know whether people accessing and using the Platform and Platform Services are authorised to do so;
 - (ii) if someone accesses the Platform using Your Account Credentials, We will assume that it is You who is accessing the Platform or Platform Services; and
 - (iii) if You suspect any unauthorised use or access of Your Account Credentials or Account, You must immediately notify Us.
- (e) In setting up or using an Account, You:
 - (i) warrant that all information You provide to Us is true, accurate, current and complete, and You agree to maintain and promptly update such information to keep the information true, accurate, current and complete;
 - (ii) agree that You will not transfer or share Your Account Credentials with any other person;
 - (iii) agree not to register for more than one Account as a Support Worker;
 - (iv) are solely responsible for:
 - (A) maintaining the confidentiality of Your Account Credentials;
 - (B) any and all use of Your Account Credentials and Your Account;
 - (C) all activities that occur under or in connection with Your Account Credentials or Your Account; and
 - (D) any act or omission of any person who accesses the Platform or Platform Services under Your Account Credentials.
- (f) Our Privacy Policy explains how We manage the personal information that we collect or that is otherwise disclosed to us.

7 Member Verification

7.1 Verification Checks

- (a) We will conduct certain checks on all persons (including You) who submit an application to create an Account and may require that person to provide information relevant to the Care Services, including those verification checks set out in the Verification Policies (**Verification Checks**).
- (b) The Verification Policies describes the Verification Checks that We will undertake in relation to Members, including Support Workers and Clients (as applicable).
- (c) In addition to the Verification Checks described in the Verification Policies, We may also verify the following information of Members (but We are not required to do so):
 - (i) verifying statements made by Members on the Platform;

- (ii) verifying that Members meet the Member Eligibility Criteria set out in that Member's agreement with Mable; or
- (iii) verifying identification.
- (d) You consent to Us conducting the Verification Checks described at clauses 7.1(b) and 7.1(c) on You when You submit an application for an Account, and during Your use of the Platform.
- (e) You agree to provide Us with information and documentation that we reasonably request as part of Us conducting the Verification Checks, and if You fail to do so, We may not accept Your application to create a Member Account.
- (f) Our acceptance of Your application to become a Member is subject to completion of the Verification Checks to our satisfaction.

7.2 Disclaimers regarding the Verification Checks

- (a) The verification activities that Mable conducts on Members are limited to the Verification Checks set out in the Verification Policies and those mandated by Law.
- (b) You acknowledge and agree that:
 - (i) Members (including Clients and Client Managers) may make representations to You about themselves or the services they require (including Care Services) via the Platform, or in other communications to You; and
 - (ii) Mable does not verify such representations (unless expressly stated in the Verification Policies),

accordingly, You are solely responsible, and We are not liable, for:
 - (iii) making Your own inquiries and decisions regarding whether to engage with a Member or other person to provide Care Services to a Client; and
 - (iv) verifying any document, information, statement or representation given to You by a Member or a Client or any other person.
- (c) In conducting any Verification Checks:
 - (i) We may rely on publicly available information including from government registers, or information provided by third parties;
 - (ii) except where it is unreasonable to do so, We rely on the completeness and accuracy of that information; and
 - (iii) We are not liable for any Loss or damage You suffer from Your reliance on Our Verification Checks to the extent that it results from any information that We rely on being inaccurate or incomplete.

Part 3: Using the Platform

8 Care Services Agreement

- (a) Mable provides a Platform that allows You to connect with Clients and Client Managers, and does not act on behalf of or act as agent for any Clients or Client Managers nor provide Care Services.
- (b) When You are engaged by a Client Member or Client Manager through the Platform to provide a Client with Care Services, You and the Client Member or Client Manager 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. This Agreement 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 Member or Client Manager (as applicable) the Care Services Agreement for their 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 this Agreement, 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) 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 the engagement of the Member under the Care Services Agreement.
- (g) The Cost of Support will be decided by You and the Client Member or Client Manager (as applicable), and the Agreed Rate (which is used to determine the Cost of Support and the Support Engagement Fee) will be set out in the Care Services Agreement. In setting the Cost of Support, You must not agree to any rates for labour provided as part of the Care Services that do not comply with the Minimum Rate set in accordance with the Platform Minimum Requirements. If an overnight or flat rate is used, the effective hourly rate for such labour must be at least the Minimum Rate for active time, after taking into account any applicable breaks, sleeping or passive time.
- (h) Any engagement between You and a Client Member or Client Manager for Care Services is solely between You and that Client Member or Client Manager.
- (i) You solely decide whether to provide an offer to a Client Member or Client Manager to provide a Client with Care Services and the terms and conditions on which they are to be provided and performed, and the Client Member or Client Manager solely decides whether to engage You to provide those Care Services.
- (j) 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.

9 The Care Services Agreement must meet certain minimum requirements

- (a) We set minimum requirements for Members who participate through the Platform to reflect Our commitment to providing high-quality and ethical Platform Services at all times. It is a condition of access to the Platform and the provision of Platform Services that all Care Services Agreements meet the Platform Minimum Requirements set out in this clause 9.
- (b) You must ensure that each Care Services Agreement to which You are a party contains terms and conditions that meet the following minimum requirements (**Platform Minimum Requirements**):
 - (i) does not contain terms that are inconsistent with the terms of this Agreement;
 - (ii) complies with all Laws; and
 - (iii) contains the following minimum terms:
 - (A) in setting the hourly rate, You must not agree to any rates for the Care Services you provide under the Care Services Agreement that are less than the Minimum Rate, and if an overnight or flat rate is used, the effective hourly rate for such labour must be at least the Minimum Rate for active time, after taking into account any applicable breaks, sleeping or passive time; and

- (B) that You have engaged MPS as collection agent to provide payment collection and processing services under the Care Services Agreement, and that MPS will:
 - (I) issue the Client Manager, the Client Member, or the Client's nominated funding party (if applicable), with an invoice for the Cost of Support and Mable's Fees; and
 - (II) collect payment from the Client Manager, the Client Member, or the Client's nominated funding party (if applicable), for the Cost of Support and Mable's Fees on approval or deemed approval of a Service Log.
- (C) that the Client Member or Client Manager authorises MPS to collect payment from the Client Member or Client Manager (including by debiting the Client Member's or Client Manager's nominated bank account or credit card, or to collect payment from the Client's nominated funding party) for the Cost of Support and Mable's Fees;
- (D) that You, the Client Manager and the Client must not engage in Prohibited Conduct (including Avoidance Conduct);
- (E) that You will comply with the NDIS Code of Conduct if the Client is a participant of the NDIS;
- (F) that You will comply with the Code of Conduct for Aged Care if the Client is a Home Care Package Recipient;
- (G) that You and the Client Member or Client Manager can terminate the Care Services Agreement at any time;
- (H) warranties by You that:
 - (I) You are capable of providing and have the necessary qualifications and skills to provide the Care Services to the Client;
 - (II) You are not prohibited from providing the Care Services under any Law;
 - (III) You are and will for the duration of the Care Services Agreement continue to be a person legally authorised to work in Australia;
 - (IV) You are not a partner, employee, independent contractor or agent of Mable; and
 - (V) if You are providing Care Services in a Client's home or premises, that You will inspect the Client's home, premises and any equipment to ensure that it is a safe work environment each time You arrive at the Client's home or premises.
- (I) warranty by the Client Member or Client Manager (as applicable) that, if Care Services are being provided at the Client Premises, the Client Member or Client Manager (as applicable) has inspected the Client Premises and it is a safe work environment for You to provide the Care Services;
- (J) mutual warranties by You and the Client Member or Client Manager (as applicable) that:
 - (I) the information each of you provide under the Care Services Agreement is true and not misleading;

- (II) each of you have not (and for Clients, all persons residing at the Client Premises (if Care Services are being provided at the Client Premises) have not):
 - i. been convicted of any serious criminal offence, or any criminal offence involving violence, assault, fraud or dishonesty, any sexual offence, or any offence relating to the safety of children or vulnerable persons;
 - ii. been required to register as a sex offender in any jurisdiction or with any governmental entity; or
 - iii. engaged in any conduct that would prevent them from lawfully and safely providing or receiving Care Services (as applicable).
 - (III) each of you are not (and for Clients, all persons residing at their home or premises (if Care Services are being provided at their home or premises) 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 9(b)(iii)(J)(II); and
 - (IV) each of you have made yourselves aware of and will comply with all Laws and regulations relating to the provision or receiving of the Care Services (as applicable), including any workplace Laws and any applicable occupational health and safety Laws.
- (c) We may in Our sole discretion set the Minimum Rate. At the time of commencement of this Agreement, the Minimum Rate set by Us is specified in the Fee Schedule. We may vary the Minimum Rate from time to time in accordance with clause 17(e) of this Agreement.

10 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 via the Platform, that includes the start time, end time and service notes for the Care Service (**Service Log**).
- (c) The Client Member or Client Manager (as applicable) will then be notified of the Service Log via an email generated through the Platform. The Client Member or Client Manager (as applicable) is required to approve or reject the Service Log within 24 hours of notification (**Review Period**).
- (d) The Client Member or Client Manager (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 a Client Member or Client Manager (as applicable), the Client Member or Client Manager (as applicable) must pay the Cost of Support and Mable's Fees, in accordance with clauses 17 and 18.

Part 4: Mable's services to You

11 Provision of the Platform and Platform Services

- (a) Under this Agreement, We will provide You with access to and use of the Platform and the Platform Services.

- (b) The Platform and Platform Services are supplied to you on a non-exclusive and non-transferable basis.
- (c) We will provide the Platform and the Platform Services:
 - (i) in accordance with all relevant Laws; and
 - (ii) with due care and skill,but do not guarantee they will be continuous or fault free.
- (d) We will use commercially reasonable endeavours to ensure that the Platform operates free of errors, defects and in an uninterrupted manner. However, We will not be liable to You for any Losses suffered by You as a result of any errors, defects or interruptions to the Platform or associated Platform Services.
- (e) From time to time, the Platform or Platform Services will be unavailable due to updates or maintenance. We will use reasonable endeavours to provide You with prior written notice of updates or maintenance.
- (f) You acknowledge that the Platform or Platform Services may be interrupted by factors beyond Our control (including Force Majeure Events) and that:
 - (i) We will use reasonable endeavours to resolve such interruptions and minimise their impact upon Your use of the Platform and Platform Services; and
 - (ii) subject to clause 15.5, We will have no liability to You for interruptions that were caused due to reasons beyond Our control (including Force Majeure Events).
- (g) We may modify or update the functionality of the Platform or Platform Services at any time, and will provide You with reasonable written notice of any material modifications.
- (h) Once You are a Member, You may choose to join the "Mable Learning Hub" which is provided by a third party (and not Us) (**Mable Learning Hub**). You are not required to use the Mable 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.

Part 5: What Mable doesn't do

12 What Mable doesn't do

- (a) We only provide You with access to and use of the Platform and the Platform Services which enables Support Workers to connect with Client Members or Client Managers for the purposes of engaging with Clients in accordance with this Agreement.
- (b) We do not:
 - (i) act on behalf of or as agent for You or any Clients, Provider Customers, Coordinators or Support Workers;
 - (ii) employ or engage or contract or subcontract by any means You or any Clients, Provider Customers, Coordinators or Support Workers;
 - (iii) provide or arrange for the provision of Care Services (unless otherwise specified by Us to You in writing);
 - (iv) give any Clients, Provider Customers, Coordinators or Support Workers any direction about providing or receiving Care Services;
 - (v) operate a referral service or employment agency;

- (vi) provide health or medical advice, including in relation to specific treatments or health conditions;
 - (vii) provide access to the Mable Learning Hub to You (as outlined in clause 11(h), the Mable Learning Hub is an optional service that Members can choose to access should they wish, which is not operated by Mable);
 - (viii) control Your engagement with Clients, Provider Customers or Coordinators, including regulating or managing any workplace Laws or any occupational health and safety Laws;
 - (ix) participate in any interactions or arrangements between Support Workers and Clients, Provider Customers or Coordinators for provision of Care Services, except to provide:
 - (A) the Platform and Platform Services to facilitate those interactions or arrangements;
 - (B) processing of payments on behalf of Client Members and Client Managers to Support Workers under clause 18;
 - (x) determine the terms and conditions of any Care Services Agreements other than to require that any Care Services Agreements that You agree to enter into must meet the Platform Minimum Requirements; or
 - (xi) other than prescribing the Minimum Rate, or as expressly set out in clauses 17 and 18, set or determine the agreed level of payment for or remuneration for the performance of work or the provision of the Care Services.
- (c) Nothing in this Agreement or in Your use of the Platform or Platform Services (whether express or implied) is intended to give rise to or constitute any relationship of partnership, agency, employment, trustee or other fiduciary relationship between You and Us. You and We agree that it is Your and Our intention that any such relationship is expressly denied.

Part 6: What Mable is not responsible for

13 You use the Platform and Platform Services at Your own risk

Subject to clause 15.5, You acknowledge and agree that:

- (a) Your use of the Platform and Platform Services, and any Content, material or information that You download or otherwise obtain through the use of the Platform is at Your sole discretion and risk;
- (b) You are solely responsible and liable, and We are not liable, for any damage, including (without limitation) damage to Your computer, phone or other device, or loss of data that results from the download of such material and/or information; and
- (c) You are solely responsible and liable, and We are not liable, for engaging a Client, Provider Customer or Coordinator, or providing Care Services to a Client, whether or not You obtain information about such Client on or through the Platform.

14 Mable excludes warranties

- (a) You acknowledge and agree that We:
 - (i) act only as an intermediary facilitating the provision of selected information between Members;
 - (ii) have no control over and are not responsible or liable for any acts or omissions of any Members on or off Mable's Platform;

- (iii) make no representation or warranty regarding the quality of any Care Services or any other services provided by You or other Support Workers; and
 - (iv) are not responsible or liable for interactions between Members including under the Care Services Agreement.
- (b) Subject to clause 15.5, to the maximum extent permitted by Law, unless otherwise expressly stated in this Agreement, We disclaim and exclude all warranties and representations of any kind, whether express or implied, in respect of the Platform and the Platform Services, including but not limited to any warranty:
- (i) that the Platform or Platform Services will be suitable or provide a benefit to You or that You will obtain results from the use of the Platform or Platform Services;
 - (ii) (subject to clause 11) that the Platform or the Platform Services will operate free of errors, defects or in an uninterrupted manner; and
 - (iii) that the Platform or Platform Services is compatible or will interoperate with any particular computer system, equipment, software (including operating systems) or data format.

15 When Your and Our liability may be excluded or limited

15.1 Exclusion of Consequential Loss

To the maximum extent permitted by Law, but subject to clause 15.4, We 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.

15.2 Exclusion of Liability

To the maximum extent permitted by Law, but subject to clause 15.5, We and each of Our Affiliates will not be liable to You or any third party, whether in contract, warranty, tort (including negligence and strict liability), statute, or otherwise, for any:

- (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; and
- (e) other Claims or Losses that may directly or indirectly arise, or any other action or omission of You,

in relation to Your provision of Care Services, or any other services provided by You under a Care Services Agreement.

15.3 Liability Cap

Subject to clauses 15.4 and 15.5, 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 this Agreement, whether arising under statute, contract, tort (including negligence), equity or otherwise:
 - (i) is limited to the sum of Support Engagement Fees paid by Clients in relation to Care Service Agreements with You 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 this Agreement, whether arising under statute, contract, tort (including negligence), equity or otherwise:
 - (i) is limited to the sum of Support Engagement Fees paid by Clients in relation to Care Service Agreements with You, 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.

15.4 **Unlimited Liabilities**

- (a) Our liability to You under or in connection with this Agreement is not excluded or limited:
 - (i) under the indemnities given by Us under clause 16.2 of this Agreement; 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 this Agreement is not excluded or limited:
 - (i) under the indemnities given by You under clause 16.1 of this Agreement; or
 - (ii) for fraud or any other liability that cannot be excluded or limited by any Law.

15.5 **Non-Excludable Guarantee**

- (a) Nothing in this Agreement:
 - (i) excludes, restricts or modifies any consumer guarantee, right or remedy conferred on You by the ACL or any other applicable Law that cannot be excluded, restricted or modified by agreement (**Non-Excludable Guarantee**); or
 - (ii) is intended to limit any liability owed by a Support Worker to a Client, or by a Client to a Support Worker, including (without limitation) for any Claim as a consumer under the ACL, or to limit or modify any right or remedy the Client has against the Support Worker for failure of a statutory guarantee under the ACL.
- (b) To the maximum extent permitted by Law, Our liability and the liability of each of our Affiliates for breach of a Non-Excludable Guarantee is limited, at our option, to:
 - (i) in the case of goods, any one or more of the following:
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of the goods;
 - (C) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (D) the payment of the cost of having the goods repaired; or
 - (ii) in the case of services:
 - (A) the supplying of the services again; or
 - (B) the payment of the cost of having the services supplied again.

16 **Indemnities**

16.1 **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:

- (i) Your breach of any Law;
 - (ii) You engaging in Avoidance Conduct, or otherwise failing to comply with clause 3;
 - (iii) Your breach of this Agreement 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;
 - (x) Your use of Our Proprietary Material in breach of clause 20(b); or
 - (xi) in connection with this Agreement, Your use or misuse of the Platform or Platform Services, or Your provision of Care Services.
- (b) Your liability to indemnify Us under clause 16.1(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.

16.2 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 this Agreement 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 16.2(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

17 You must pay Us

- (a) In consideration of You providing the Care Services to a Client under a Care Services Agreement, the Client Member, Client Manager, 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 Support Engagement Fee and Client Platform Fee occurs under the Client Member's or Client Manager's agreement with Us.
- (c) In the event that the Client Member, Client Manager, or 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, We may reduce the amount payable to You and Mable 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 under this Agreement, as further described in clause 18.
- (e) We may change Our fees, charges (including the Support Engagement Fee and Client Platform Fee) and the Minimum Rate and update the Fee Schedule at any time by giving You at least 30 days written notice of those changes, and:
 - (i) any Care Services with a submitted Service Log prior to the end of that notice period will be charged at the then current fees and charges (without amendment); and
 - (ii) any Care Services with a submitted Service Log after the end of that notice period will be charged at the amended fees and charges.
- (f) If You do not agree to pay the amended fees and charges, You must cease providing Care Services and terminate Your Account at the end of the notice period referred to in clause 17(e).
- (g) Subject to any changes that Mable may make to the percentage comprising the Support Engagement Fee (which will occur under clause 17(e)), any amendments to the Cost of Support (which will affect the total Agreed Rate) occur solely under the Care Services Agreement, and We are not responsible or liable for any such amendments.

18 Invoicing and payment

18.1 MPS as collection agent

- (a) When You become a Member, You appoint MPS as collection agent to provide payment collection and processing services on Your behalf under this Agreement.
- (b) MPS will:
 - (i) issue the Client Manager, the Client Member, 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 Support Engagement Fee, payable by them to Us under their agreement with Us;
 - (ii) on approval or deemed approval of a Service Log under clause 10, collect payment from the Client Manager, the Client Member, or the Client's nominated funding party (if applicable), for:
 - (A) the Care Services at the Cost of Support; and
 - (B) the Support Engagement Fee;
 - (iii) remit the Cost of Support to You into your nominated account/s; and
 - (iv) remit the Support Engagement Fee to Us.

This means that the Client Manager, Client Member, or Client's nominated funding party (if applicable) will only receive invoices from MPS and not directly from You.

- (c) All invoices issued under this Agreement must be paid within the payment terms specified at [How payments work on Mable – Find Local Support Workers](#)
- (d) MPS reserves the right to correct any errors in the payment of fees and charges under this Agreement and where reasonable, provide notice to You and the relevant other parties.

18.2 Acknowledgements

You acknowledge and agree that:

- (a) You are solely responsible for the accuracy of the bank account or credit card details that You provide to Us and We will not be liable for any funds incorrectly deposited or not deposited due to inaccurate or incomplete bank details or credit card details provided by You;
- (b) if Your existing nominated bank account or credit card is cancelled, suspended or is otherwise not usable, You must immediately provide Us with details for an alternative nominated bank account or credit card which can be used to meet Your obligations under this Agreement;
- (c) We are not responsible for, and will not reimburse any fees incurred by You from Your bank or other financial institution, including without limitation overdraft charges, insufficient funds charges, interest charges, or finance charges, which may have occurred as a result of charges debited or withdrawn by MPS;
- (d) We may commingle and deposit funds transferred to Us under this Agreement (**Held Funds**) with other funds in any account or institution;
- (e) We have no obligation to hold any Held Funds in a separate account;
- (f) the Held Funds may be used to pay other Support Workers and otherwise used by Us or Our Affiliates for other purposes, except that nothing will relieve Us of Our liability to remit to a Support Worker any payment for Care Services that have been provided in accordance with this Agreement (less any fees due to Us); and
- (g) You will not receive interest or other earnings on Held Funds that We or Our Affiliates handles or holds on Your behalf, and We or Our Affiliates may receive interest on those funds.

18.3 GST

- (a) Any amount payable under or in accordance with this Agreement is exclusive of GST (unless otherwise expressly stated).
- (b) If a supply made by one party (**Supplier**) to another party (**Recipient**) under this Agreement is subject to GST:
 - (i) the consideration payable for that supply (**GST Exclusive Consideration**) must be increased by, and the Recipient must pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply; and
 - (ii) the Recipient must pay that additional amount at the same time and in the same manner as the GST Exclusive Consideration payable or to be provided for that supply.
- (c) Clause 18.3(b) does not apply if the consideration for the supply is expressly stated as being GST inclusive.

19 Insurance Requirements

19.1 We can arrange insurance cover for You (Facilitated Insurance Cover)

- (a) Each Care Service that You provide will be automatically covered by insurance coverage (**Facilitated Insurance Cover**) facilitated by Us through a third-party insurance provider that We arrange for the benefit of Support Workers (**Facilitated Insurance Provider**). Facilitated Insurance Cover only applies to You if the eligibility criteria in clause 19.1(b) applies.
- (b) To be eligible for Facilitated Insurance Cover for a particular Care Service, You must meet the following criteria in respect of that Care Service:

- (i) You have prepared a Care Services Agreement for provision of that Care Service;
 - (ii) You have been approved by Mable to provide that Care Service;
 - (iii) the Client or Member contracting You to receive the Care Service has entered into a Care Services Agreement with You;
 - (iv) You have submitted a Service Log for the Care Service under clause 10; and
 - (v) the Service Log for that Care Service has been approved or deemed approved by the Client or Member under clause 10.
- (c) You will not be covered by the Facilitated Insurance Cover unless each of the eligibility criteria in clause 19.1(b) applies.
- (d) The terms and conditions applicable to Facilitated Insurance Cover are available here: <https://mable.com.au/insurance/>.
- (e) If there is a material change to the cover provided under the Facilitated Insurance Cover, We will treat that change in accordance with the procedure set out at clause 29.
- (f) You must ensure that You read and understand Your rights and obligations under the terms and conditions of the Facilitated Insurance Cover.
- (g) You will be solely responsible and liable for paying any relevant policy excess if You make a claim under the Facilitated Insurance Cover.

19.2 We do not give financial product advice

You acknowledge and agree that:

- (a) We cannot and do not give any financial product advice;
- (b) We do not provide any recommendation that the Facilitated Insurance Cover will be appropriate for You or Your circumstances;
- (c) if You require any advice on whether the Facilitated Insurance Cover is appropriate to You and Your circumstances, please contact the Facilitated Insurance Provider whose details are available here <https://mable.com.au/insurance/>; and
- (d) You may need to take out additional insurance cover to meet Your obligations and liabilities under this Agreement and any Care Services Agreement and You should seek specific financial product advice in relation to any additional insurance cover You may require.

Part 8: Content and Intellectual Property

20 Mable Content and Intellectual Property

- (a) You acknowledge and agree that:
 - (i) Our Technology;
 - (ii) all Content (including any branding, trade marks, service marks and logos) that We upload, post, email, publish, contribute to or that is otherwise available or displayed on the Platform or through the Platform Services, excluding Your Content (**Our Content**); and
 - (iii) all Intellectual Property Rights in Our Technology or Our Content (**Our IP**),(collectively, **Our Proprietary Material**) is owned by or licensed to Us, and that all right, title and interest to Our Proprietary Material at all times vests with Us or the relevant licensor, and nothing in this Agreement is intended to transfer or modify those ownership and license rights.

- (b) You must:
 - (i) not use, copy, modify, reproduce, republish, post, transmit, sell, offer for sale, or redistribute in any way Our Proprietary Material, without Our prior written permission; and
 - (ii) abide by all copyright notices, information, and restrictions contained in or attached to any of Our Proprietary Material.

21 Your Content and Intellectual Property Rights

You:

- (a) are solely responsible, and we are not liable, for all Content that You post, email, contribute to or otherwise make available on the Platform or through the Platform Services (**Your Content**);
- (b) maintain any ownership you have in Your Content;
- (c) grant Us a non-exclusive, royalty-free, fully paid, worldwide perpetual license that is capable of being sub-licensed, in respect of all Intellectual Property Rights in Your Content (**Your IP**);
- (d) acknowledge and agree that, by posting or otherwise making available Your Content on the Platform:
 - (i) We may disseminate, distribute, publicly display, reproduce, use, sublicense, post, publish, or otherwise use or exploit Your Content and Your IP or any derivative works thereof; and
 - (ii) other Members may search, display, print or otherwise use or exploit Your Content and Your IP or any derivative works thereof;
- (e) must not post or upload any Prohibited Content; and
- (f) warrant that none of Your Content is Prohibited Content or infringes the rights (including Intellectual Property Rights) of any person.

22 Member and Third Party Content

- (a) When You access the Platform, You may obtain access to Content posted by other Members or other persons (including third parties) (**Member and Third Party Content**).
- (b) You acknowledge and agree that:
 - (i) We provide the Platform, which is a forum for the online distribution and publication of Content including Member and Third Party Content;
 - (ii) We do not verify Member and Third Party Content;
 - (iii) We make no warranties or representations (either express or implied) in relation to any Member and Third Party Content, its accuracy, completeness, quality, currency or otherwise, and We are not responsible or liable for any Member and Third Party Content;
 - (iv) Member and Third Party Content may include Prohibited Content;
 - (v) We may, but are not obliged to, take any action We consider (in Our sole and absolute discretion) appropriate with respect to Member and Third Party Content that We consider is Prohibited Content, may create liability for Us, harm Our business operations or reputation, or cause Us to lose the services of Our suppliers; and
 - (vi) We reserve the right to reject or modify Content including Member and Third Party Content, at Our discretion.

Part 9: How You can end Your Account

23 How You can end Your Membership

- (a) You may cease using the Platform at any time by terminating Your Account, without giving Us notice.
- (b) You acknowledge and agree that:
 - (i) if You terminate Your Account:
 - (A) You will no longer have access to the Platform (unless You submit another application to open an Account under clause 6, which we accept); and
 - (B) any Care Services that were booked (but not provided) prior to the date of termination, will be terminated at the time of terminating Your Account;
 - (ii) You may have obligations to Clients or Client Managers 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
 - (iii) 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.

Part 10: How We can suspend or terminate Your Account

24 Suspension and termination of Your Account (and this Agreement)

- (a) We may terminate this Agreement:
 - (i) for convenience on 12 months written notice to You;
 - (ii) on 30 days written notice to You, if You have not been active on the Platform for a consecutive period of 12 months, unless You respond to Our notice within the 30 day notice period requesting to remain on the Platform because You intend on providing Care Services; or
 - (iii) on 30 days written notice to You, if Mable ceases to provide the Platform or Platform Services in Australia.
- (b) If We terminate this Agreement under clause 24(a), the restrictions set out in clause 3(d) will cease to apply as at the date of termination.
- (c) If You:
 - (i) post Prohibited Content on the Platform or through the Platform Services;
 - (ii) engage in any Prohibited Conduct (including Avoidance Conduct);
 - (iii) fail to charge at least the Minimum Rate for labour provided as part of the Care Services under the Care Services Agreement, in breach of clause 8(g);
 - (iv) fail to meet the Platform Minimum Requirements in any Care Services Agreement; or
 - (v) breach any term of this Agreement,

(each, a **Breach Event**), We will give You notice in writing containing a description of the Breach Event and requiring that You remedy such Breach Event within the period of time specified in the notice (as determined by Us, taking into account the type and severity of the Breach Event) being not less than 21 days.

- (d) If You fail to remedy the Breach Event as required in Our notice under clause 24(c), We may immediately suspend or terminate Your Account (and this Agreement will automatically terminate).
- (e) Without limiting clause 24(d), if You fail to remedy a Breach Event described in clause 24(c)(iii) or 24(c)(iv) as required in Our notice under clause 24(c), We may immediately suspend Your Account or your access to the Platform and Platform Services in respect of any Care Services Agreements (or Your engagement with the relevant Clients under those Care Services Agreements) which are affected by that Breach Event.
- (f) If We reasonably consider that the Breach Event:
 - (i) is Avoidance Conduct by You, or otherwise a failure by You to comply with clause 3; or
 - (ii) is of a type or severity that poses a material health or safety or material reputational or financial risk to any person (including Us),this will be considered a "**Material Breach Event**".
- (g) We may immediately upon becoming aware of a Material Breach Event:
 - (i) suspend Your Account; and/or
 - (ii) undertake an investigation in relation to that Material Breach Event.
- (h) If We are reasonably satisfied (including through the investigations at clause 24(g)(ii) that:
 - (i) you have engaged in a Material Breach Event, We may immediately terminate Your Account on written notice to You (which notice will provide the reasons for the termination); or
 - (ii) You have not engaged in a Material Breach Event, We will lift the suspension of Your Account on written notice to You.
- (i) A finding under clause 24(h) does not limit or restrict Our ability to pursue Our other rights under this Agreement or at Law.
- (j) We will keep You informed of the progress of any investigations under clause 24(g)(ii).
- (k) If We are unable to perform or are delayed in performing an obligation under this Agreement because of a Force Majeure Event, that obligation is suspended but only so far and for so long as it is affected by the Force Majeure Event. If the Force Majeure Event continues for a period of 60 days, either You or We may terminate Your Account immediately by giving the other party written notice.

25 Consequences of suspension or termination of Your Account

- (a) For the avoidance of doubt, if Your Account is terminated for any reason, this Agreement will automatically terminate.
- (b) Any suspension or termination under clause 24 is in addition to any other right or remedy We may have under this Agreement or at Law in relation to the Breach Event.
- (c) You acknowledge and agree that:
 - (i) You may have obligations to Clients or Client Managers under the relevant Care Services Agreement that may (amongst other things) require You to give prior written notice of any suspension or cancellation of Care Services; and
 - (ii) 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 Us suspending or terminating Your Account under clause 24.

Part 11: Disputes and how to make a complaint

26 Complaints

- (a) If You want to report an incident or make a complaint to Us, You can find further information at <https://mable.com.au/report-an-incident/>.
- (b) We will manage all incident reports and complaints received by Members (including You) in accordance with Our Incidents and Complaints Management Policy at <https://mable.com.au/incidents-complaints-management-policy/>.

27 Feedback

- (a) Members have the ability to post feedback and reviews on the Platform about the Platform, Platform Services and Care Services (**Member Feedback**).
- (b) If You post Member Feedback, You grant Us an unrestricted, worldwide, royalty-free, sub-licensable license to use, reproduce, publish, communicate to the public, modify, and adapt that Member Feedback for the purpose of publishing that Member Feedback on the Platform.
- (c) You may use any Member Feedback that is about You provided that You use it in a way that is not misleading or deceptive and is in accordance with the Mable Policies.

28 Dispute resolution

28.1 Disputes between You and a Client, Provider Customer or Coordinator

- (a) Any disputes:
 - (i) between You and a Client or Client Manager;
 - (ii) arising out of or in connection with the Care Services provided to a Client; or
 - (iii) arising under a Care Services Agreement,must be resolved directly between You and the Client or Client Manager (as applicable).
- (b) We may, but have no obligation to provide assistance, monitor or request information regarding the disputes set out above.

28.2 Disputes between You and Us

- (a) This clause 28.2 applies to disputes between You and Us under this Agreement.
- (b) Each party must follow the procedures in this clause 28.2 before starting court proceedings (except for urgent injunctive or declaratory relief).
- (c) A party claiming that a dispute has arisen must give written notice to the other party specifying the nature of the dispute.
- (d) If the parties cannot resolve the dispute within 20 Business Days after notice has been given under clause 28.2(c) above, either party may (by giving written notice to the other party) require the dispute be referred for mediation.
- (e) If the parties do not agree on a mediator within 5 Business Days of a party requesting mediation under clause 28.2(d) above, the mediator is to be nominated by the then current President of the Law Society of New South Wales (**Mediator**).
- (f) For the purposes of this clause 28.2, where more than one matter is in dispute, the amount involved in each matter in dispute must be separately assessed and the amounts will not be aggregated.
- (g) The costs of the Mediator are to be borne equally by the parties.

- (h) Subject to clause 28.2(g), each party must pay its own internal and legal costs in relation to complying with this clause 28.2.
- (i) Nothing in this clause 28.2 prevents a party from commencing and prosecuting any application for urgent injunctive or other interlocutory relief.

Part 12: General

29 We can amend this Agreement

- (a) We may amend this Agreement at any time by giving You at least 30 days written notice of those changes, and:
 - (i) any Care Services provided prior to the end of that notice period will continue to be governed by this Agreement without amendment; and
 - (ii) any Care Services provided after the end of that notice period will be governed by the amended Agreement.
- (b) If You do not agree to the terms of the amended Agreement, You must cease providing Care Services and terminate Your Account at the end of the notice period referred to in clause 29(a).

30 General terms and interpretation

- (a) We will give notices and provide communications to You using the email address connected to Your Account. You must give notice to Us in writing via email to info@mable.com.au or (if applicable) as provided for under clause 26(a), or as otherwise expressly notified by Us to You.
- (b) This Agreement is governed by the laws in New South Wales, Australia. You and Us agree to the exclusive jurisdiction of the courts of New South Wales, the Federal Court of Australia, and courts entitled to hear appeals from those courts.
- (c) You must not assign, encumber or otherwise transfer any of Your rights or obligations under this Agreement to anyone else and any attempt to do so is void. We may assign or novate this Agreement at any time by giving reasonable prior notice to You without obtaining Your consent.
- (d) Any delay or failure by Us to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.
- (e) If You already have an Account on the Platform at the time of this Agreement, this Agreement will replace any other agreement that You may have had with Us at the time of creating Your Account. This Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with in this Agreement and supersedes all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.
- (f) Each word, phrase, sentence, paragraph and clause of this Agreement is severable. Severance of any part of this Agreement will not affect any other part of this Agreement.
- (g) Any termination of this Agreement does not affect any accrued right of either party.
- (h) Despite termination of this Agreement, this clause 30, clauses 1(g), 3(d), 14, 15, 16, 20, 21, 22, 23(b), 25, 26, 27, 28, 31 and those other clauses that by their nature remain in force, shall survive.
- (i) In resolving inconsistencies in this Agreement, the documents have the following order of priority:
 - (i) the terms and conditions of this Mable Support Worker Agreement; and
 - (ii) the Mable Policies.

- (j) The Site Terms and not this Agreement apply to your use of the Site, except where expressly stated otherwise in this Agreement. To the extent of any inconsistency, the terms of this Agreement prevail.
- (k) In this Agreement (unless the context requires otherwise):
 - (i) the Introduction to this Agreement is true and correct in every material particular and forms part of this Agreement;
 - (ii) headings are used for convenience only and do not affect the interpretation of this Agreement;
 - (iii) other grammatical forms of defined words or expressions have corresponding meanings;
 - (iv) "includes", "including", "for example", "such as", "or" and similar terms are not words of limitation;
 - (v) a reference to any law or legislation includes:
 - (A) all legislation, regulations and other forms of statutory instrument issued under that legislation; and
 - (B) any modification, consolidation, amendment, re-enactment or substitution of that legislation;
 - (vi) a reference to dollars is to Australian dollars;
 - (vii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency;
 - (viii) a reference to a person includes that person's successors and legal personal representatives; and
 - (ix) all monetary amounts in this Agreement are exclusive of all GST (unless otherwise expressly stated) and other applicable taxes.

Part 13: Dictionary

31 Dictionary

In this Agreement, capitalised terms have specific meanings. The meaning for each of those capitalised terms is listed below:

Account means a Member's account with Mable that enables access to and use of the Platform and Platform Services.

Account Credentials means the selected unique user ID and password chosen by a Member when setting up an Account.

ACL means the Australian Consumer Law contained in Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

Affiliates means:

- (a) Mable or any of its Related Bodies Corporate (as defined in the *Corporations Act 2001* (Cth));
- (b) any employee, consultant, agent, licensor, supplier or representative of Mable or any of its Related Bodies Corporate; and
- (c) MPS.

Agreed Rate means the reference rate as agreed between the Support Worker and the Client Member or the Client Manager (as applicable) attributable to provision of Care Services under a Care Services Agreement, and which is used to determine the amount payable for the Cost of Support, the Support Engagement Fee and the Client Platform Fee.

Agreement means this Support Worker Agreement and the Mable Policies.

Australian Privacy Principles means the Australian Privacy Principles, or APPs, under Schedule 1 of the Privacy Act.

Avoidance Conduct has the meaning in clause 3(a).

Breach Event has the meaning given to that term in clause 24.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, New South Wales.

Care Services means home care, aged care, disability support, health care or other care or associated services the provision of which are arranged through the Platform, and includes any services incidental to those services (including travel).

Care Services Agreement means an agreement for the provision of Care Services between You and a Client Member or a Client Manager.

Claim means claims, actions, proceedings or investigations of any nature or kind (including the allegation or threat of a claim).

Client means either a Client Member or a Managed Client (as the context allows).

Client Manager means either a Provider Customer or Coordinator that is a Member.

Client Member means a person who creates an Account on the Platform for the purposes of that person engaging with Support Workers and entering into Care Services Agreements for the provision of Care Services.

Client Platform Fee means the platform fee a Client Member or Client Manager pays to Mable, which is 7.95% of the Agreed Rate.

Client Premises means a Client's home, or any other private residence, where a Client receives Care Services.

Code of Conduct means Mable's Support Worker Code of Conduct, available here: <https://mable.com.au/code-of-conduct/mable-coc/>.

Code of Conduct for Aged Care means the Code of Conduct available here: <https://www.agedcarequality.gov.au/for-providers/code-conduct>.

Consequential Loss means any:

- (d) loss of profit or anticipated profit, loss of revenue, loss of savings, loss of data, loss of contract, loss of reputation or goodwill or loss of opportunity; and
- (e) any other Loss suffered or incurred by a party in connection with this Agreement that does not arise naturally (that is, according to the usual course of things) from the event giving rise to the Loss.

Content means all information, data, documents, images and other materials contained on the Platform or through the Platform Services that are posted, emailed, contributed to or otherwise made available on the Platform or through the Platform Services.

Coordinator means a person who represents Managed Clients who require Care Services by facilitating, coordinating and managing the engagement of Support Workers to provide those Care

Services to them. In some cases, Coordinators are Members in their own right, and in other cases Coordinators are engaged by Provider Customers.

Cost of Support means the fee that a Client Member or Client Manager must pay to You for provision of the Care Services under a Care Services Agreement (which may be an hourly rate, a fixed rate or a combination of an hourly rate and a fixed rate) which is 90% of the Agreed Rate.

Facilitated Insurance Cover has the meaning given to that term in clause 19.1(a).

Facilitated Insurance Provider has the meaning given to that term in clause 19.1(a).

Fee Schedule means the schedule of fees and other rates applicable to this Agreement as specified on the Mable Site at: <https://mable.com.au/pricing/>.

Force Majeure Event means:

- (a) natural disasters, acts of terrorism, riots, civil disturbances, pandemics, epidemics, industrial disputes and strikes;
- (f) interruption or breakdown in telecommunications networks or the internet; and
- (g) any other event which is outside of Our reasonable control.

GST means the tax imposed by the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Held Funds has the meaning given to that term in clause 18.2(d).

Intellectual Property Rights means all present and future intellectual and industrial property rights conferred by Law and wherever existing, including:

- (a) patents, designs, copyright, rights in circuit layouts, database rights, trade marks, know how, brand names, domain names, inventions, product names, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- (b) any application or right to apply for registration of any of the rights in paragraph (a);
- (c) any registration of any of those rights or any registration of any application referred to in paragraph (b); and
- (d) all renewals and extensions of those rights.

Law means any applicable statute, regulation, by-law, ordinance, policy or subordinate legislation in force from time to time, and includes the common law and equity as applicable from time to time, and any mandatory standards or industry codes of conduct.

Losses means losses (whether direct, indirect or consequential), damages, liabilities, charges, expenses, outgoings or costs (including all legal and other professional costs on a full indemnity basis) of any nature or kind and **Loss** has a corresponding meaning.

Mable, We, Us, Our has the meaning given to that term in Paragraph A of the Introduction.

Mable's Fees means the fees charged by Us specified in the Fee Schedule as amended pursuant to clause 17(e) from time to time.

Mable Learning Hub means the online library of training resources for Support Workers, which is made available to Members by a third party provider and is subject to separate terms and conditions.

Mable Policies means:

- (a) Code of Conduct; and

(b) Incidents and Complaints Management Policy,
as amended from time to time.

Managed Clients means a person who intends to receive Care Services with the assistance of either a Provider Customer or a Coordinator, but who is not themselves a Member.

Material Breach Event has the meaning given to that term in clause 24(e).

Mediator has the meaning given to that term in clause 28.2(e).

Member means a person or organisation who creates an Account on the Platform, and includes Client Members, Support Workers and Client Managers.

Member Eligibility Criteria means the criteria set out in clause 5(b).

Member Feedback has the meaning in clause 27(a).

Minimum Rate means the minimum hourly rate set in accordance with the Platform Minimum Requirements from time to time, and which is specified in the Fee Schedule.

MPS means Mable Payment Services Pty Ltd ACN 635 828 170.

NDIS means the National Disability Insurance Scheme.

NDIS Code of Conduct means the NDIS Code of Conduct (Workers) available here: <https://www.ndiscommission.gov.au/workers/ndis-code-conduct>, as updated or replaced from time to time.

Non-Excludable Guarantee has the meaning given to that term in clause 15.5(a)(i).

Our Content has the meaning given to that term in clause 20(a)(ii).

Our IP has the meaning given to that term in clause 20(a)(iii).

Our Proprietary Material has the meaning given to that term in clause 20(a).

Our Technology means the software, source code, proprietary methods and systems used to provide the Site, Platform and Platform Services.

Platform has the meaning given to that term in paragraph A of the Introduction.

Platform Minimum Requirements has the meaning in clause 9(b).

Platform Services has the meaning given to that term in paragraph E of the Introduction.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Policy means Mable's Privacy Policy, available here: <https://mable.com.au/privacy-policy/>.

Prohibited Conduct has the meaning given to that term in clause 2(a) and includes Avoidance Conduct.

Prohibited Content has the meaning given to that term in clause 4(a).

Provider Customer means a Member who represents Managed Clients who require Care Services by facilitating, coordinating and managing the engagement of Support Workers to provide those Care Services to them.

Review Period has the meaning given to that term in clause 10(c).

Service Log has the meaning given to that term in clause 10(b)

Site means the mable.com.au website including without limitation all subpages, and excludes the Platform and the Mable smartphone App.

Site Terms means the Site Terms, available here mable.com.au/legal/terms/site-terms

Support Engagement Fee means the engagement fee a Client Member, Client Manager, or a Client's nominated funding party pays to Mable, which is 10% of the Agreed Rate.

Support Worker means a person that creates an Account on the Platform for the purposes of engaging with Clients and Client Managers and entering into Care Services Agreements.

Term has the meaning given to that term in clause 5(a).

Verification Checks has the meaning given to that term in clause 7.1(a).

Verification Policies means the Verification Policies that apply to certain Members, that are available here: <https://mable.com.au/our-policies/verification-policy/>.

You, Your means you, being the individual, organisation, company or other entity entering into this Agreement as a Support Worker, and includes any individual that You engage to provide the Care Services on Your behalf (including Your employees, subcontractors or duly authorised agents).

Your Content has the meaning given to that term in clause 21(a).

Your IP has the meaning given to that term in clause 21(c).