

PARTNER PLATFORM TERMS FOR COMMUNITY STEWARDS

1. Application of Terms

- a) The following partner terms apply when the Client is a Partner that has purchased access to the Partner Platform as identified in an Order Form, amendment document or similar contract issued by Philled.
- b) These Partner Terms expressly incorporate the General Terms and the Workinitiatives Platform-Specific Terms, both available at <https://philled.com.au/terms>. In the event of any inconsistency, the Order Form shall prevail, followed by the Partner Platform terms, the Workinitiatives Platform-Specific Terms, then the General Terms.
- c) To the extent that Partner purchases access to the Platform on behalf of its personnel, Partner irrevocably and unconditionally guarantees the compliance of each user with the terms of this Agreement.
- d) Agreement means: (a) any applicable Order Form; (b) these Partner Terms; (c) the General Terms; (d) any applicable Platform-Specific Terms; and (d) any other policies and guidelines expressly incorporated by reference.

2. Term

- a) The Agreement commences on the date the Order Form is executed by both parties and continues for the Initial Term.
- b) At the end of the Initial Term or any subsequent Renewal Term, this Agreement will renew for the period specified under Renewal Term (together, the Term) on the mutual written consent of both parties, subject to any issuance of an invoice by Philled and payment of such invoice by the Partner constituting mutual written consent to renew.

3. Provision of the Partner Platform

- a) Philled will use our reasonable efforts to comply with any requests Partner makes in respect of the Platform Variables during the Customisation Period. After the end of the Customisation Period, any further changes to the Platform Variables or the Partner Platform must be agreed in writing by Philled, and may be subject to additional fees as agreed.

- b) The party set out in the Order Form as having responsibility for registering the URL must do so and must maintain that registration during the Term, and do all things necessary to facilitate access to the Platform through the URL.
- c) On termination of this Agreement for any reason, to the extent Philled was responsible for the registration of the URL, the Partner must do all things necessary to transfer the URL to Philled or its nominee.

2. Partner Obligations and Indemnity

- a) Partner agrees that it is required to create and use an account to fully access or use the features of the Partner Platform. Philled may disable Partner's account if, in Philled's reasonable opinion, Partner is in breach of the terms of this Agreement.
- b) Partner is responsible for configuring its technology to access the Partner Platform.
- c) Partner agrees to indemnify, defend and hold Philled and its affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from and against any claim or demand, including reasonable legal fees made by any third party (including in respect of any user dispute) due to, or arising out of or in connection with, Philled's compliance with Partner's or its representatives' designs, specifications, instructions, or technical information regarding the customisation or rule setting of the Partner Platform.

2. Philled Obligations

- a) Philled will host the Partner Platform as an instance and subset of the Platform, provided that the Platform and available Listings will be varied solely by the Platform Variables only.
- b) Partner acknowledges and agrees that Philled may:
 - i. update and change the Platform (and as a result the Partner Platform) from time to time to reflect changes to Philled's services, its users' needs, changes in law and Philled's business priorities; and
 - i. suspend or withdraw or restrict the availability of all or any part of the Platform for Philled's reasonable business and operational reasons.

- b. Philled will use its best endeavours to provide Partner with advance notice of any changes. If any such change materially and detrimentally affects Partner or its members, Partner may terminate this Agreement without consequence by giving us notice within 30 days of the change.

2. Use by Members

- a) Partner acknowledges and agrees that:
 - i. users may be required to create an account on the Partner Platform and agree to Philled's online terms and conditions (as relevant) to access or use some or all of the features of the Partner Platform;
 - ii. Philled reserves its rights to suspend, terminate, and cancel any user account and/or user access to the Partner Platform in Philled's sole discretion and enforce any online terms applicable against any users as necessary to protect its rights; and
 - iii. Philled is solely responsible for setting the fees to submit Listings. From time to time, Philled may offer entities that are Partner's members discounts on Listing Fees in respect of Listings they post to the Partner Platform. Information about those discounts, if any, is set out on the Partner Platform dashboard.

2. Warranties

- a) Partner warrant that:
 - i. the nominated Representative has authority to make decisions on Partner's behalf in connection with this Agreement; and
 - ii. the content, materials and information provided to Philled to include on the Partner Platform about Partner (including any trade marks, logos and any written, audio, visual and/or audio-visual content), whether owned or licensed by Partner (together, "Partner Content"):
 - 1. does not and will not infringe the rights (including Intellectual Property Rights) of any third party; and
 - 2. is owned by Partner, or Partner otherwise has the right to use and sub-license such Partner Content, and that the

publication of the Partner Content on the Partner Platform will not cause Partner or Philled to breach any law, regulation, rule, code or other legal obligation.

- b) Philled warrants that Partner's access and use of the Partner Platform (except to the extent it includes Partner Content) in accordance with this Agreement will not infringe the rights (including Intellectual Property Rights) of any third party or cause Partner to breach any law, regulation, rule, code or other legal obligation.

2. Intellectual Property Rights

- a) Philled is the owner or the licensee of all intellectual property rights in the Platform and Partner Platform and in the material provided by Philled that is published on it.
- b) Clause 5.2 of the General Terms shall not apply and will be replaced as follows: "Subject to Partner's ongoing compliance with the Agreement, Philled grants to Partner a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to:
 - i. access and use the Partner Platform;
 - ii. view and interact with Content on the Partner Platform;
 - iii. use any features or functionality made available to Partner through the Partner Platform; and
 - iv. grant Partner's members and casual users the right to access and use the Partner Platform through the online facility by which the Partner Platform is accessible to Partner;

but in each case, solely for the purpose of marketing and promoting Listings within the Partner's industry and permitting its members and casual users to utilise the Partner Platform for their personal use or internal business purposes.

- c) During the Term, Partner grants to Philled a non-exclusive, royalty-free, worldwide licence to reproduce, distribute, transmit, communicate to the public, and publicly display any Partner Content.

3. Marketing – Personal Information Sharing

If yes was selected in the Order Form, under the item “**Marketing – Sharing of Personal Information**”, the following terms apply.

Applicable Privacy Laws means the Privacy Act 1988 (Cth), including the Australian Privacy Principles; the Spam Act 2003 (Cth); the Do Not Call Register Act 2006 (Cth); the Telecommunications (Telemarketing and Research Calls) Industry Standard 2017; any registered code binding on a party; any other law relating to privacy, personal information or electronic or telephone marketing; and any binding guidance of the OAIC or ACMA, each as amended or replaced from time to time.

Marketing Communication means any email, SMS, instant message, telephone call or other communication sent or made by or for the Partner to an Opted-in User using Shared Data.

Opted-in User means an individual registered on the Philled platform who has given express consent, through the Philled platform, to receive Marketing Communications from the Partner through one or more specified channels, and who has not withdrawn that consent.

Opt-out means any withdrawal of consent, unsubscribe request or objection to receiving Marketing Communications, provided or made known to Philled by the relevant individual.

Permitted Purpose means sending Marketing Communications about relevant employment, training, career opportunities to Opted-in Users, through only the channels each Opted-in User has consented to.

Security Incident means any actual or reasonably suspected unauthorised access to, unauthorised disclosure of, or loss of Shared Data.

Shared Data means the first name, last name, email address and mobile telephone number of an Opted-in User disclosed by Philled to the Partner, and any information derived from it.

- a) Philled will disclose Shared Data of Opted-in Users whose consent is specifically relevant to the Partner, and will identify the channels each Opted-in User has consented to. Philled will transfer Shared Data only through the Platform. Shared Data must not be transferred by unencrypted email or spreadsheet attachment.

- b) Philled will notify the Partner of any Opt-out received by Philled within 2 Business Days of receiving it, and the Partner shall remove the Opted-in User from its own marketing lists and cease to send Marketing Communications within 3 Business Days. The Partner must maintain a suppression list containing only the minimum information necessary to give effect to Opt-outs. The Partner must not contact a suppressed individual again using Shared Data, or re-add them to any marketing list, unless that individual later gives fresh express consent directly to the Partner.
- c) Shared Data is provided as supplied by users. Philled gives no warranty that Shared Data is accurate, complete or current.
- d) The Partner must use Shared Data only for the Permitted Purpose. The Partner must not:
 - i. sell, rent, license or otherwise disclose Shared Data to any third party, including a related body corporate;
 - ii. contact Opted-in Users on behalf of, or to promote the goods, services or opportunities of, any third party;
 - iii. combine Shared Data with other information to profile, enrich or score individuals, or use Shared Data in any automated decision-making;
 - iv. contact an Opted-in User through a channel that individual has not consented to; or
 - v. transfer, store or allow access to Shared Data outside Australia without Philled's prior written consent.
- e) The Partner may engage service providers, such as customer relationship management or messaging platforms, solely to carry out the Permitted Purpose. The Partner must ensure each service provider is bound by obligations no less protective of Shared Data than this Schedule. The Partner is liable for the acts and omissions of its service providers as if they were its own.
- f) The Partner must comply with Applicable Privacy Laws in relation to Shared Data as if it were an APP entity, whether or not any exemption, including the small business exemption, applies to it.
- g) Every Marketing Communication must:
 - i. clearly and accurately identify the Partner as the sender and include accurate contact details for the Partner;

- ii. for email, SMS and other electronic messages, include a free, functional unsubscribe facility that remains operative for at least 30 days after the message is sent; and
- iii. for telephone calls, the Partner must:
 - 1. call only Opted-in Users who have consented to telephone contact;
 - 2. comply with the permitted calling hours and caller identification requirements of the Telecommunications (Telemarketing and Research Calls) Industry Standard 2017;
 - 3. enable calling line identification; and
 - 4. offer the individual the opportunity to opt out on every call.
- h) The Partner must not send or make more than 4 Marketing Communications to any Opted-in User in any calendar month, across all channels combined, unless the Opted-in User has consented to additional communications.
- i) The Partner must not send or make any communication that:
 - i. is misleading or deceptive, or is likely to mislead or deceive, including by promoting a role that does not exist or is not genuinely available;
 - ii. is harassing, threatening, offensive, abusive or applies undue pressure;
 - iii. contravenes any anti-discrimination, workplace relations or employment law;
 - iv. requests payment from the individual, or their bank account details or identity documents, as a condition of any opportunity; or
 - v. states or implies that Philled endorses, recommends or guarantees the Partner or its opportunities and services, except as approved in writing by Philled.
- j) If the Partner becomes aware or reasonably suspects that an Opted-in User is under 18 years of age, it must immediately cease all Marketing Communications to that individual and notify Philled.
- k) The Partner must take all reasonable steps to protect Shared Data from misuse, interference and loss, and from unauthorised access, modification and disclosure, including at a minimum encryption of Shared Data in transit and at rest; multi-factor authentication for all systems holding Shared Data; and limiting access to Shared Data to personnel who need it for the Permitted Purpose.
- l) The Partner must securely destroy or permanently de-identify Shared Data: once it is no longer needed for the Permitted Purpose; on withdrawal of the relevant

individual's consent; and within 30 days after termination or expiry of the Agreement. On request, the Partner must certify destruction or de-identification in writing.

- m) Personal information that an individual later provides directly to the Partner, such as in a job application, is not Shared Data and is governed by the Partner's own privacy obligations. The Partner bears the onus of demonstrating that any information falls within this subclause (m).
- n) The Partner must notify Philled within 24 hours of becoming aware of a Security Incident. The Partner must cooperate fully with Philled in assessing whether the Security Incident is an eligible data breach under Part IIIC of the Privacy Act 1988 (Cth) and in containing and remediating it. Philled will control all communications with affected individuals about the Security Incident, except where the Partner is required by law to communicate directly.
- o) Philled may immediately suspend disclosure of Shared Data, and require the Partner to suspend all Marketing Communications, by written notice if:
 - i. Philled reasonably suspects that the Partner has breached obligations regarding Marketing Communications;
 - ii. complaint or Opt-out rates for the Partner's Marketing Communications become reasonably regular, in the reasonable opinion and discretion of Philled; or
 - iii. a regulator makes an inquiry relating to Shared Data or the Partner's Marketing Communications.

A suspension continues until Philled is reasonably satisfied that the relevant matter has been resolved.

- p) The Partner indemnifies Philled and its officers, employees and contractors against all loss, damage, liability, costs and expenses (including legal costs on a full indemnity basis, and the costs of investigation, remediation and notification) arising from or in connection with any breach of this Schedule or of Applicable Privacy Laws by the Partner or its service providers, or any third party claim relating to that breach.
- q) The Partner must maintain cyber and privacy liability insurance with a reputable insurer for an amount of not less than \$5 million for any one claim, for the term of the Agreement and for 2 years afterwards, and must provide evidence of that insurance on request.