

Philled Pty Ltd - General Terms

Last updated: October 2026

If you sign up for access or use of a Platform, either by executing an order form referencing these terms or signing up for access through Philled's website, you agree that you have read, understood and agreed to be bound by, and to bind any organisation you represent to, the following terms and conditions.

These General Terms, together with any applicable Platform-Specific Terms, and any documents incorporated by reference within the aforementioned terms (collectively, the "Agreement") is entered into by and between you (or your organisation) and Philled Pty Ltd ("Philled"). To the extent you or your organisation has executed an Order Form, the Order Form will also be incorporated into the Agreement.

1. Definitions

Capitalised terms used throughout this Agreement have the meanings given below:

Account Information means all information you provide in connection with creating or administering Client account on the Platform. This may include, but is not limited to: (a) names; (b) usernames; (c) phone numbers; (d) email addresses; (e) billing information; (f) employment information; and (g) any other personal or professional details required for account creation or management.

Agreement means: (a) any applicable Order Form; (b) these General Terms; (c) any applicable Platform-Specific Terms; and (d) any other policies and guidelines expressly incorporated by reference into the General Terms or Platform-Specific Terms.

AI Features means any software, service, model, or feature that utilizes machine learning, deep learning, generative artificial intelligence, natural language processing, or other algorithmic or statistical techniques to generate, infer, or produce content and data, including (i) proprietary algorithms, software or systems that make use of or employ neural networks, transformer architectures, statistical learning algorithms and/or (ii) proprietary embodied AI and related hardware or equipment.

Candidate Information means any information of candidates submitted or uploaded by the Client to the Platform to be provided to, or received by, Employers through the Platform in relation to a Listing, including personal information or sensitive information. This may include: (a) name, contact details, and demographic information; (b) employment history and educational background; (c) skills, qualifications, and certifications; (d) visa status and work rights information; (e) references and background check results; and (f) any other information provided by the candidate through the Platform.

Content means all content and information available through the Platform, whether written, visual, audio, or audio-visual, and includes User Content and Third Party Materials, but excludes Account Information.

Client means you, the organisation or individual that has access, or otherwise purchased a subscription to, the Platform, either via an online sign-up form or an

executed Order Form. Client is intended to include all potential user groups that Philled engages with, and may include Employers, Service Providers, Migration Specialists, Service Partners, recruiters and individual users.

Employer means the legal entity responsible for providing or listing a job opportunity on the Platform.

Fees means the subscription fees for the right to access and use the Platforms, as set out in any applicable Order Form.

Intellectual Property Rights means all intellectual and industrial property rights and interests of whatever nature throughout the world conferred under statute, common law or equity, and includes rights in respect of, or in connection with, copyright, trade marks, domain names, designs, patents, confidential information, trade secrets, know-how, business or company names, or other proprietary rights (whether registered, unregistered or not registrable) and any rights to register such rights.

Input means any User Content that is input or uploaded to the AI Features.

Listing means a job listing, and all User Content submitted by an Employer in respect of that job listing.

Order Form means any document that: (a) explicitly incorporates these General Terms; (b) describes the provision of one or more Platforms by Philled to Client; and (iii) is executed by both Philled and Client, either by signature or electronically.

Output means any data, information, content, result, or material generated by or through the use of AI Features derived from User Content.

Platform means any websites or platforms owned, operated or controlled by Philled, including but not limited to www.workinitiatives.com.au and www.migrationmarketplace.com.au, any applications of the same name available on the Google Play store or an App Store, or any other digital platform, service or interface owned and operated by Philled that is made available to Client or otherwise specified on a relevant Order Form.

Platform-Specific Terms means any specific terms and conditions applicable to specific Platforms as accessed or used by the Client. Platform-Specific Terms are available at <https://philled.com.au/terms>.

Privacy Policy means the privacy policy available on Philled's website at <https://workinitiatives.com.au/privacy-policy>, as amended from time to time.

Ratings means the posting of ratings or reviews in relation to other users, clients or Content on the Platform.

Third Party Material means any websites, applications, software, products, services, content, data, information, or other material that is owned by parties other than Philled Pty Ltd and is incorporated into, accessible through, or linked to from the Platform.

User Content means any content, information, data, text, software, music, sound, photographs, graphics, videos, messages, or other materials that the Client uploads,

posts, publishes, displays, transmits or otherwise makes available publicly through the Platform to Philled, for processing, storage or hosting, including job opportunities, Ratings, but excludes Account Information.

Philled means Philled Pty Ltd (ACN 656 428 483), a company incorporated in Australia.

2. Application of Terms

2.1. Acceptance of Terms. By accessing and using the Platform, Client agrees to be bound by the terms of the Agreement. If Client does not accept these terms in their entirety, Client must immediately cease all use of and access to the Platform. To use the Platform, Client represents and warrants that they are at least 18 years old or have parental or guardian consent.

2.2. Amendments. Philled reserves the right to amend the terms of the Agreement from time to time in its sole discretion. Any amendment will be effective immediately upon being posted on the Platform and notified to Client. Any continued use of the Platform after any amendment becomes effective constitutes an agreement to be bound by the Agreement, as amended.

2.3. Variations to Platform. Philled reserves the right, at any time and without notice or any liability, to: (i) vary or modify the Content or other information on the Platform; (ii) change or discontinue any feature, product, service, or other aspect of the Platform; or (iii) impose limits on certain features or restrict access to parts or all of the Platform. In the event of any material changes that may adversely affect Client's use of the Platform, Philled will use reasonable efforts to provide notice through the Platform or via email.

2.4. Order of Precedence. These General Terms apply to all Platforms operated by Philled. Certain Platforms may have additional Platform-Specific Terms that apply. In the event of any conflict between the terms of this Agreement, the terms of any Order Form shall prevail, followed by the Platform-Specific Terms, followed by the General Terms.

3. Account Creation

3.1. Registration Requirements. To access the Platform, Client must register for an account and submit complete, current and accurate Account Information. Client is responsible for maintaining the accuracy of any Account Information and must promptly update Account Information if any changes occur.

3.2. Single User Account. Each account is for use by a single individual only. Client must not:

- (a) share Client's account credentials with any other person;
- (b) allow any other person to access or use Client's account;
- (c) create multiple accounts for the same user; or
- (d) transfer an account to another person without Philled's prior written consent.

In addition, Client is solely responsible for maintaining the confidentiality and security of login details, and is responsible for all activities that occur under their account. Client must also notify Philled where Client becomes aware of any

unauthorised use or access of an account via the relevant Platform's contact form.

3.3. Account Security. Client is responsible for maintaining the security of its account, including using strong, unique passwords and regularly updating passwords, and logging out of accounts after each session. Client may also elect to use the two-factor authentication feature provided by Philled. Philled will not be liable for any loss or damage arising from Client's failure to comply with these security obligations.

3.4. Communication Preferences. By creating an account, Client consents to receiving electronic communications from Philled related to Client's account and use of the Platform. These communications may include account notifications, service announcements, administrative messages, and other information relevant to the use of the Platform. Client may opt-out of non-essential communications by adjusting account settings or following the unsubscribe instructions provided in emails sent by Philled.

3.5. Account Deletion. Client may request the deletion of their account at any time by contacting Philled via the Platform's contact form. Upon receiving a valid account deletion request, Philled will: (i) deactivate the account within a reasonable timeframe, unless a different timeframe is otherwise agreed with writing between the parties; (ii) delete or anonymise personal information in accordance with these terms, Philled's Privacy Policy and applicable laws; and (iii) retain any information necessary for legal, regulatory, or legitimate business purposes.

3.6 Maintenance. Client acknowledges and agrees that from time-to-time Philled may need to suspend access to all or a part of the Platform or Content made available via the Platform, including for maintenance purposes. As a result, there may be times that the Platform and/or its Content may not be accessible or unavailable to Client. For the avoidance of doubt, nothing in this Agreement requires Philled to take such actions.

4. Privacy, Security and Confidentiality

4.1. Privacy Policy. Philled's Privacy Policy sets out how Philled collects, uses, stores, and discloses personal information in connection with the Platform. Client consents to Philled's Privacy Policy. Each party will comply, to the extent applicable with data protection and data privacy laws in performing their obligations under this Agreement.

4.2. Data Security. No method of transmission over the Internet or electronic storage is 100% secure. Therefore, Philled does not warrant and cannot ensure the security of any information transmitted by Client to Philled. Client acknowledges and agrees that:

- (a) transmission of information to and from the Platform is at Client's own risk;
- (b) Client is responsible to satisfy itself that its information technology is protected against computer viruses or similar malicious code or software; and
- (c) Philled is not responsible for any interception or interruption of any communications through the Internet or for changes to or losses of data that arises in connection with Client's transmission of information to the Platform.

Once Philled receives any transmission, Philled will implement reasonable technical, administrative, and physical security measures to protect such

information from unauthorised access, disclosure, alteration, or destruction.

4.3 Data sharing. (a) The Platforms includes features that allow you to share your personal information, profile and job-related information ("**Shared Information**") with third parties, such as employers, recruiters, training providers, service providers or other organisations ("**Third Party**"). Use of these features is entirely voluntary. You are never required to use them to access or use the Platform. However, if you choose to share Shared Information, you do so of your own volition and instruction. You select the Third Party and you control what is shared. You should review the Shared Information, and the identity of the Third Party, before you confirm.

(b) When you share Shared Information, you give your consent directly to the relevant Third Party for its collection, use and disclosure of that information. Each Third Party is an independent entity. It handles Shared Information under its own privacy policy, terms and practices, not ours. Philled does not control those practices. You should read the Third Party's privacy policy before you share.

(c) Philled does not endorse, recommend, vet, verify or guarantee any Third Party, or any offer, opportunity, product or service from a Third Party. The appearance of a Third Party on or through the Platform is not a statement about its quality, reliability, honesty or suitability. Any dealings you have with a Third Party are solely between you and that Third Party.

(d) To the maximum extent permitted by law, you share Shared Information with Third Parties at your own risk. Philled is not responsible for the acts, omissions, privacy practices or security of any Third Party, including how a Third Party stores, uses, discloses or retains Shared Information after you share it.

(e) You can stop sharing, and withdraw any sharing permission with a Third Party you have given access to through the Platform, at any time. Withdrawal operates from that point on and does not affect information a Third Party has already received. To access, correct or delete that information, you must contact the Third Party directly.

4.4 Confidentiality. (a) Client will retain in confidence the terms and pricing of the Agreement and all other non-public information, technology and materials (including the Platform) provided by or on behalf of Philled during the term ("**Philled's Confidential Information**"). In consideration, Philled shall retain in confidence any Account Information and Candidate Information ("**Client's Confidential Information**").

(b) Each party will not disclose the Confidential Information of the other to any third party except for those provided under the Agreement or use it for any purpose other than to carry out the activities contemplated under the Agreement.

(c) Each party may disclose the other's Confidential Information to its employees or third parties who assist with the operation of the Agreement (e.g., Affiliates, Users, contract developers, service providers, etc.), who have a need to know in connection with the Agreement and who have agreed to written obligations of confidentiality that are no less restrictive than the obligations in the Agreement.

(d) Each party will take reasonable steps, and in no event will those steps be any less secure than the steps it uses to protect its own similar information, to ensure that the other's Confidential Information is protected.

(e) Each party is responsible for the actions or inactions of its employees and

advisors with respect to use and disclosure of the other's Confidential Information.

(f) The restrictions set forth in this paragraph will not apply to any information that: (i) was known by the receiving party without obligation of confidentiality prior to disclosure by the disclosing party; (ii) was in or entered the public domain through no fault of the receiving party; (iii) is disclosed to the receiving party by a third party legally entitled to make the disclosure without violation of any obligation of confidentiality; or (iv) is independently developed by the receiving Party without reference to any Confidential Information.

(g) To the extent that Confidential Information is required by applicable law or regulations to be disclosed, a receiving party may disclose such information after providing to the disclosing party, to the extent permitted by law, prompt notification of such request for disclosure for the purpose of challenging such request.

(h) The parties agree that any violation or threatened violation of this clause will cause irreparable injury to the disclosing party for which money damages would be an insufficient remedy, therefore the disclosing party will be entitled to seek injunctive relief, in addition to other appropriate legal remedies.

5. Intellectual Property

5.1. Ownership of Platform and Content. The Platform, including its design, features, functionality, and Content (excluding User Content), is owned by Philled and its licensors. Except for the limited rights set forth below, no Intellectual Property Rights (or any other rights, express or implied) in or relating to the Platform and Content (excluding User Content) will be acquired by Client and nothing in this Agreement shall be construed as transferring any Intellectual Property Rights from Philled to any other party. All Intellectual Property Rights are reserved.

5.2. Limited Licence to Use Platform. Subject to Client's ongoing compliance with the Agreement, Philled grants Client with a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to:

- (a) access and use the Platform;
- (b) view and interact with Content on the Platform; and
- (c) use any features or functionality made available to you through the Platform; but

in each case, solely for Client's personal use (for individuals) or internal business use only (for Clients that are organisations).

5.3. Restrictions on Use. In accessing and using the Platform, including when providing User Content and interacting with other users of the Platform, Client must not, and must not attempt to:

- (a) store or transmit:
 - (i) unlawful, defamatory, false, misleading, untrue, abusive, obscene or tortious material;
 - (ii) material in violation of any third party rights; or
 - (iii) harmful codes, malware or viruses;

- (b) harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate any other user of the Platform;
- (c) use the Platform to impersonate any person, organization or entity, or to solicit money, passwords or personal information regarding third parties from any person;
- (d) infringe the intellectual property rights or privacy rights of any third party in connection with the use of the Platform;
- (e) interfere with or disrupt the integrity or performance of the Platform or the experience of any other user of the Platform;
- (f) access any data not intended for Client or log into the server or an account that Client is not authorised to access;
- (g) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation from Philled;
- (h) scrape, copy, modify, create derivative works of, reverse engineer, decompile or otherwise extract the source code of the Platform or any of its Content or gain unauthorised access to the Platform or Philled's networks;
- (i) use any deep-link, page-scrape, robot, spider, or other automatic device, program, algorithm, or methodology or any similar process to retrieve, index, or in any way reproduce, modify or circumvent the navigational structure, security or presentation of the Platform;
- (j) republish, redistribute, sell, rent, sub-license, scrape, duplicate or copy any Content;
- (k) reverse look-up, trace or seek to trace any information regarding any other users or visitors to the Platform to its source, or exploit the Platform or any service or information made availability through the Platform, in any way where the purpose is to reveal any information other than as explicitly provided for by the Platform;
- (l) frame or mirror any part of the Software without our prior written authorisation;
- (m) sell, rent, sub-licence, republish, redistribute or otherwise exploit the Platform or its Content or otherwise use the Platform or its Content to create, or assist another party to create, a competing service;
- (n) sell, rent, license, lease, transfer, outsource, sublicense or otherwise provide access to the Platform or utilize the Platform for the benefit of a third party (subject to any Platform-Specific Terms);
- (o) allow any non-users to use any of Client's Account Information, identification information or passwords to access the Platform;
- (p) remove in whole or in part any trademarks, copyright and other proprietary notices contained in or appearing on any material you download and/or

print from the Platform;

- (q) use the Platform for any unlawful purpose or in any way that would violate any law.

5.4. Trademarks. All trademarks, service marks, logos, trade names, and other proprietary designations of Philled used on or in connection with the Platform are trademarks or registered trademarks of Philled. Client must not use any trademarks, service marks, logos, trade names, or other proprietary designations of Philled without its prior written consent.

5.5. Feedback and Suggestions. If Client provides any feedback, suggestions, improvements, or other communications regarding the Platform ("Feedback"), Client acknowledges and agrees that Philled may use and implement such Feedback in any manner without any obligation, compensation, or restriction.

5.6. Copyright Infringement. Philled respects the Intellectual Property Rights of others and expect Client to do the same. If Client believes that any Content on the Platform infringes any Intellectual Property Rights, please notify us via the relevant Platform's contact form with the following information: (a) a description of the copyrighted work that has been allegedly infringed; (b) the URL or other specific location on the Platform where the alleged infringing material is located; and (c) Client's contact information, including name, address, telephone number, and email address.

6. User Content

6.1. Ownership of User Content. Client retains all rights in, and is solely responsible for, the User Content submitted to the Platform.

6.2. User Content Representations and Warranties. Client represents and warrants that all User Content:

- (a) is accurate, complete and not misleading;
- (b) does not infringe the rights (including Intellectual Property Rights and privacy rights) of any third party;
- (c) complies with this Agreement and all applicable laws;
- (d) is owned by Client, or Client otherwise has the right to use such User Content, and that the submission, publication or display of the User Content on the Platform will not cause Client or Philled to breach any law, regulation, rule, code or other legal obligation;
- (e) does not require obtaining a licence from or paying fees or royalties to any third party for the exercise of any rights granted in this Agreement;
- (f) does not contain any obscene, inappropriate, defamatory, disparaging, indecent, offensive, pornographic, threatening, abusive, racially insensitive or discriminatory material;
- (g) does not contain software viruses or any other computer code, files, or

programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; and

- (h) does not or will not interfere with or disrupt the Platform or servers or networks connected to the Platform, or disobeys any requirements, procedures, policies, or regulations of networks connected to the Platform made known to Client.

6.3. Responses to Listings. By submitting User Content or Candidate Information to the Platform that is an application in response to a Listing, Client acknowledges and agrees that:

- (a) Philled will provide all such information to the Employer that submitted the Listing;
- (b) the relevant Employer is under no obligation to provide an acknowledgement of receipt or a response in relation to the status of the application;
- (c) the relevant Employer may use Client's User Content or Candidate Information to review the application and to contact Client regarding the relevant role; and
- (d) the relevant Employer will use Client's User Content and Candidate Information in accordance with the Employer's own privacy policy and may further disclose such information to third parties, which Philled is not in control of; and
- (e) where Philled receives Client's application to a Listing, Philled will use its reasonable endeavours to provide the application to the relevant legal entity or Employer that posted the Listing, however, Philled cannot guarantee the success of any application.

6.4. Licence Grant to Philled. By submitting, posting, or displaying User Content on or through the Platform, Client grants to Philled a worldwide, non-exclusive, royalty-free licence to use, copy, sublicense, reproduce, process, adapt, modify, publish, transmit, display, and distribute such User Content on and through the Platform and such other media locations. Any public display of User Content shall exclude personal information, unless otherwise agreed by Client to be shared.

6.5. Monitoring and Removal of User Content. Philled has the right, but not the obligation, to monitor, edit, or remove any User Content submitted to the Platform. Philled may also remove or refuse to display User Content that Philled reasonably believes violates the Agreement or applicable law, or that Philled finds otherwise objectionable, without any prior notice.

6.6. Usage Data. Philled may collect information generated or derived from use of the Platform ("Usage Data") for its business purposes, including to provide, maintain, and improve its products and services, notifying Clients of product upgrades, or other necessary or legitimate notifications.

7. Ratings

7.1 Ratings. Client may have the opportunity to post Ratings (including in the form of video content). Any Ratings on the Platform are not endorsed by Philled and

do not represent the views of Philled or any of its affiliates. Client agrees that:

- (a) Client will base any Rating on actual first-hand experience with the relevant user or Content;
- (b) any Rating submitted will reflect Client's true and honest opinion only;
- (c) Client must not provide a Rating in respect of any Content, matter or entity for which the Client has any form of interest (including ownership), employment relationship or other affiliation or for any competitors;
- (d) Client must not submit a Rating in exchange for payment or other benefits; and
- (e) Ratings must comply with the terms of this Agreement.

7.2 Removal. If Philled determines, in its sole discretion, that any Rating does not comply with the requirements of this Agreement, Philled may exclude such Rating without notice.

8. Third Party Material

8.1. No Endorsement or Liability. The Platform may contain links to or integrate with Third Party Material. These links and integrations are provided for convenience and information only. Philled does not endorse, sponsor, recommend, or otherwise accept any responsibility for any Third Party Material, including without limitation, the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third Party Material.

8.2. Use at Own Risk. Client's access to and use of Third Party Material is at Client's own risk and subject to any terms, conditions, fees, and policies applicable to such Third Party Material (in addition to the terms of this Agreement). Client acknowledges and agrees that Philled is not responsible for: (a) the availability or accuracy of Third Party Material; (b) the content, products, or services on or available from Third Party Material; or (c) any damage or loss caused or alleged to be caused by or in connection with Client's use of or reliance on any content, products, or services available on or through any Third Party Material.

8.3. Removal of Links. If any links to Third Party Material on the Platform are objectionable for any reason, Client may notify Philled. Philled will consider requests to remove links, but it is under no obligation to do so.

9. Limitation of Liability and Indemnity

9.1. Disclaimer of Warranties. To the maximum extent permitted by law, Client's use of the Platform and any Content is at its own risk, and the Platform and all Content, materials, information, products and services provided through the Platform are provided on an "as is" and "as available" basis without any warranties of any kind, either express or implied. Specifically, Philled does not warrant, guarantee or make any representation: (a) regarding the accuracy, adequacy, reliability, completeness or timeliness of the Platform or Content; (b) that the Platform or Content is suitable for Client's intended use; or (c) that the Platform or Content is free from human or mechanical error, interruptions, technical inaccuracies or other typographical errors or defects. Philled is not responsible for any delays, delivery

failures or any other loss resulting from the transfer of data over communications networks and facilities and Client acknowledges that access to the Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities, which Philled has no control over.

9.2. Limitation of Liability. (a) To the fullest extent permitted by applicable law, in no event shall either party, its directors, employees, agents, or affiliates be liable to the other party for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Platform, any Content, and any actions of other users on the Platform.

(b) Subject to clause 9.2(c), then to the maximum extent permitted by law, each party's total liability to the other party arising out of or in connection with this Agreement (whether caused by breach of contract or tort (including negligence) or breach of statutory duty, in equity or arising in any other way) shall not exceed the total fees actually paid by Client to Philled under the Agreement during the twelve

(12) month period prior to the time at which the loss, cost, claim or damages arose.

(c) Nothing in the Agreement excludes the liability of either party: (a) for death or personal injury caused by that party's negligence; (b) for fraud or fraudulent misrepresentation; (c) for fees due under the Agreement; (d) for misappropriation or infringement of Philled's intellectual property rights; (e) for a party's express indemnification obligations under the Agreement; or (f) for any other liabilities that cannot be excluded by law.

9.3. No Professional Advice. To the maximum extent permitted by law neither Philled nor its licensors are migration or legal advisors and nothing contained in the Platform (including any Content) will be construed as to make a representation or warranty, express or implied, regarding the results, outcomes or decisions of any migration advice, visa application, or labour market testing. The Platform licensed under this Agreement does not constitute, and should not be construed, as legal or migration advice and Client understands and agrees that they may need to obtain relevant professional advice from a registered migration agent or lawyer for assistance in these areas.

9.4 Exclusions. Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy available to either party, including any available under Schedule 2 of the Competition and Consumer Act 2010 (Cth), or any other applicable law that cannot be excluded, restricted or modified by agreement. To the extent that Philled is able to limit the remedies available under this Agreement, Philled expressly limits its liability for breach of a non-excludable statutory guarantee to the following remedies:

(a) the supply of the services again; or

(b) the payment of the cost of having the services supplied again.

9.5. Indemnity. (a) Philled will indemnify Client against any bona fide third party claim that the grant of a right to, or the access and use by, Client and its users of the Platform in accordance with the Agreement infringes a validly existing trademark, copyright, patent, or other proprietary right of a third party, and pay any final

judgment awarded or settlement that has been negotiated by Philled.

(b) Philled's obligations to indemnify is conditioned upon Client: (i) providing Philled prompt written notice of any claim; (ii) providing Philled sole and exclusive control over the defense and settlement of the claim; (iii) providing such cooperation as Philled may reasonably request with respect to the defense or settlement of such claim; and (d) not admitting liability or taking any position that is adverse or contrary to, or otherwise attempting to settle any claim or action for which it is seeking indemnification without Philled's prior written consent.

(c) Philled will defend any claim under this indemnity with counsel of its own choosing and settle such claim as Philled deems appropriate. Client may participate in such defense with counsel of its own choosing and at its own cost and expense.

(d) If, in Philled's sole opinion, an infringement claim may have validity, then Philled may modify the Platform to make it non-infringing, procure any necessary license, or replace the affected item with one that is reasonably equivalent in function and performance. If Philled determines in its sole opinion that none of these alternatives are reasonably available, then Philled may terminate the Agreement, Client will discontinue using the allegedly infringing Platform and Philled will issue Client a pro-rata refund of any prepaid fees for the access and use of the relevant Platform based on the number of months remaining in the then-current term.

(e) Philled has no obligation to indemnify against any third party claim arising from: (i) Account Information, Candidate Information or User Content; (ii) Philled's compliance with Client's or its representatives' designs, specifications, instructions, or technical information; (iii) modifications to the Platform not made by Philled; (iii) Client's use of the Platform that is non-compliant with the Agreement or any documentation or written policies made known to Client; (iv) Client use or combination of the Platform with any other software, hardware, or services that are not provided by Philled; or (vi) Client's failure to implement changes recommended by Philled if the infringement would have been avoided by the implementation of the change.

(f) This indemnity under clause 9.5 states Philled's entire liability and Client's sole and exclusive remedy for claims of infringement.

10. Dispute Resolution

10.1. Good Faith Negotiation. In the event of a dispute, the parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this Agreement (a "dispute") prior to commencing any proceedings in any court or otherwise in respect of that dispute ("proceedings"). If a party requires resolution of a dispute, it must immediately submit full details of the dispute to the other party. Both parties must nominate their representatives to meet within 10 business days to resolve the dispute by formal negotiation.

10.2. Mediation. If a dispute is not resolved within 20 business days of the date of meeting or within such other longer period as they agree, the dispute must be submitted to mediation by the party requiring resolution of that dispute in Sydney, NSW to be administered by Australian Centre for International Commercial Arbitration (ACICA) in accordance with the ACICA Mediation Rules before a mediator to be agreed. If the parties cannot agree on a mediator, the chief executive

for the time being of ACICA (or nominee) will be requested to appoint a mediator within 10 business days of the request. Any costs of mediation will be equally shared by the parties.

10.3. Conditions Precedent. The parties acknowledge that compliance with this provision is a condition precedent to any entitlement to claim relief or remedy by way of court proceedings in respect of a dispute. While any dispute remains unresolved, the parties agree to continue to perform the Agreement to the extent that such performance is possible, given the nature of the dispute.

10.4 Injunctive Relief. This clause does not limit in any way a party's right to seek any form of equitable relief including, without limitation, injunctive relief.

10.5. Confidentiality of Dispute Resolution. The parties agree that all negotiations, mediation, and documents prepared for the purpose of dispute resolution under this section are confidential and shall not be disclosed to any third party, except as may be required by law.

11. Modern Slavery and Ethical Recruitment

11.1. Compliance. Each party shall comply with any and all applicable modern slavery, anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including but not limited to the Australian Modern Slavery Act 2018 (Cth) ("Modern Slavery Laws"). Each party must not engage in any activity, practice or conduct that would constitute an offence under Modern Slavery Laws if such activity, practice or conduct were carried out.

For the avoidance of any doubt, modern slavery includes definitions in applicable law and any of the following: (a) trafficking of persons; (b) slavery; (c) servitude; (d) forced labour; (e) forced marriage; (f) debt bondage; (g) retention, confiscation or destruction of an individual's identity documents, travel documents or personal property for the purpose of restricting that worker's freedom of movement or employment; (h) deceptive recruiting for labour or services; and (i) the worst forms of child labour.

11.2. Ethical Recruitment Obligations. Each party involved in the recruitment or placement of workers through the Platform ("**Recruiting Party**") must:

(a) not charge, or permit to be charged, any recruitment fees or related costs to jobseekers or workers, whether directly or indirectly, in connection with their recruitment or placement through the Platform;

(b) conduct all recruitment activities in accordance with the *ILO General Principles and Operational Guidelines for Fair Recruitment*, to the extent applicable;

(c) ensure that no worker is subject to deceptive or coercive recruitment practices, including misrepresentation of the terms and conditions of employment; and

(d) comply with all applicable laws relating to recruitment, immigration, employment and workplace health and safety in each relevant jurisdiction.

11.3. Cooperation with Philled. Each Recruiting Party must, on reasonable request by Philled, provide evidence of its compliance with this clause 11, including through provision of relevant policies, procedures, records or declarations.

12. Termination

12.1. Termination for Breach. (a) This Agreement may be terminated by either party on written notice if the other party commits a breach of any term of this Agreement which it has failed to remedy within 30 days of the date of the notice.

(b) In addition, Philled reserves the right to terminate or suspend Client's access to the Platform, either temporarily or permanently, at any time and for the following reasons, acting reasonably: (i) material violation of the terms of this Agreement; (ii) suspected fraudulent, abusive, or illegal activity; (iii) non-payment of fees, that has been notified in writing to the Client and non-payment has persisted for 7 days; (iv) extended periods of inactivity; (v) upon request by law enforcement or other government agencies; (vi) unexpected technical issues or security concerns.

(c) Philled will make reasonable efforts to provide written notice to the Client prior to termination or suspension, except in cases where immediate action is necessary to protect the Platform, other users, or comply with legal requirements.

12.2 Consequences of Termination. Upon termination of an account or subscription, all licenses will cease and the Client's right to access and use the Platform will immediately cease. All outstanding fees owed to Philled will become immediately due and payable. Any active Listings associated with the Client's account will be removed from the Platform. Termination does not relieve any obligations to pay accrued charges or fees.

12.3 No Re-registration. If Philled suspends, terminates, or cancels Client's account, Client must not attempt to re-register or create a new account without Philled's prior written consent.

12.4 Data Retention and Deletion: (a) Clients are responsible for extracting any necessary data from the Platform prior to account termination or data deletion. (b) Following termination, Philled will retain Client's data for a period of 90 days, during which time the Client may request a copy of their data. (c) After the 90-day period, Philled reserves the right to delete all Client data from its systems, except where retention is required by law or for legitimate business purposes.

12.5 No Liability. Philled will not be liable to the Client or any third party for any termination of access to the Platform or deletion of the Client's account or data in accordance with the Agreement. Termination of an account includes disabling access to all related services and deletion of all related data and content.

13. Non-Solicitation

13.1. Non-Solicitation. The Client agrees that during the term of this Agreement and for a period of 12 months after its termination or expiration, Client shall not, without the prior written consent of the Company:

(a) directly or indirectly solicit, interfere with, or endeavour to entice away from Philled any person or entity that is, or was within the 12 months prior to such termination or expiration, a client, customer, supplier, service provider,

vendor, or commercial partner of Philled; or

(b) induce or attempt to induce any such client, customer, supplier, service provider, vendor, or commercial partner to cease or alter their business relationship with Philled.

14. Use of Artificial Intelligence

14.1. Client retains all ownership of User Content that is processed by AI Features. User Content will not be used for AI model training. To the extent permitted by law, Client retains ownership rights in any Input and owns any Output, excluding any Philled or third-party intellectual property. Outputs generated by AI Features will be identified as such. Client grants Philled the right to use de-identified Outputs for product development and service improvement purposes.

14.2. Upon Client's reasonable written request, and subject to any confidentiality obligations applicable to Philled, Philled shall provide a high-level description of the material third party AI used in any applicable services and/or disclose the jurisdiction(s) where User Content relating to AI Features is processed.

14.3. Philled represents and warrants that it shall: (a) use commercially reasonable efforts to ensure that AI Features operate reliably and with adequate safeguards; (b) not knowingly use any AI Features that introduces systemic bias, discriminatory outputs, or known inaccuracies, unless arising from Client's Inputs; (c) ensure that AI Features have undergone reasonable quality assurance and testing procedures; (d) implement appropriate technical and organisational measures and take reasonable steps to ensure a sufficient level of AI literacy among its personnel dealing with the provision, operation of, or otherwise involved in activities relating to, any AI Features; (e) maintain commercially reasonable precautions to protect against any person acting by, under or through Philled from introducing any software virus, worm, "back door," "Trojan Horse" or similar harmful code into any AI Features that could damage or interfere with Client's systems or networks; (f) identify and take commercially reasonable steps to prevent and mitigate risk of any accidental, unauthorised or unlawful loss, access, disclosure, modification or destruction, or risk of any co-mingling of User Content.

14.4. Client shall not use any AI Features or Output for any 'high-risk' purposes, including but not limited to, the provision of medical advice, operation of critical infrastructure, determination of eligibility for credit or insurance, or any other use case where failure of the AI Features could lead to death, personal injury, severe environmental or property damage, or loss of access to essential services or human rights.

14.5. Philled shall have no obligation to monitor AI Features for hallucinations, algorithmic bias, or discrimination, except to the extent required to ensure reliable operation of the Platform in accordance with industry standards for accuracy and dependability. Client acknowledges and accepts that Outputs may not always be accurate, complete, up to date, or appropriate for Client's intended use. Outputs may not be unique, and other customers may receive similar outputs from AI Features. Client acknowledges and agrees that Outputs from AI Features are not intended to be, and cannot be, relied upon without its own independent verification.

14.6. THE AI FEATURES AND ANY COMPONENTS THEREOF, INCLUDING ALL OUTPUTS AND THIRD-PARTY AI, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND CLIENT’S USE OF THE AI FEATURES IS AT CLIENT’S OWN RISK. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, PHILLED DISCLAIMS ALL WARRANTIES, INDEMNITIES, AND LIABILITIES ARISING FROM OR RELATED TO AI FEATURES, OUTPUTS AND THIRD-PARTY AI. PHILLED AND ANY THIRDPARTY AI PROVIDERS ARE NOT LIABLE FOR THE OUTPUTS GENERATED BY AI FEATURES OR ANY DECISION OR CONSEQUENCE BASED ON USE OF THE FOREGOING. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PHILLED DISCLAIMS ANY LIABILITY FOR DAMAGE OR LOSS ARISING FROM THE USE OR RELIANCE UPON ANY OUTPUT.

14.7. Client acknowledges and accepts that AI Features may use third party AI, which may include third-party AI technologies which are hosted on third-party infrastructure and used to process User Content in order to provide the Platform. Philled does not control AI models made available by third parties, and features and functionalities of the AI Features may change without notice in the event such models are changed or no longer made available. Client’s use of third-party AI may be subject to separate terms.

15. Miscellaneous

15.1. **Governing Law.** This Agreement is governed by the laws of New South Wales, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia for the resolution of any disputes arising out of this Agreement.

15.2. **Waiver** No failure or delay by a party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of that or any other right, power, or remedy. No single or partial exercise of any right, power, or remedy precludes any other or further exercise of that or any other right, power, or remedy. A waiver is only effective if it is in writing and signed by an authorised representative of that party.

15.3. **No Relationship.** Nothing in this Agreement creates any relationship of employment, trust, agency, or partnership between the parties.

15.4. **Severability.** If any term of this Agreement is unenforceable, it shall be read down so as to be enforceable or, if it cannot be read down, the term shall be severed from the Agreement without affecting the enforceability of the remaining terms.

15.5. **Entire Agreement.** These General Terms, together with any applicable Platform-Specific Terms and the Order Form, constitute the entire agreement between Client and Philled with respect to the subject matter hereof. This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Client and Philled with respect to the Platform.

15.6. **Force Majeure.** Except with respect to an obligation to pay Fees, neither party shall be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes or

shortages of transportation facilities, fuel, energy, labor or materials ("Force Majeure Event"). Each party must notify the other party if they are affected by a Force Majeure Event. Each party will have the right to terminate the Agreement upon written notice if a Force Majeure Event continues to impact performance of the other Party for more than thirty (30) consecutive days.

15.7. **Assignment.** Client must not assign or transfer this Agreement or any rights or obligations hereunder, without the prior written consent of Philled. However, Philled may freely assign or subcontract its obligations without restriction. Any attempted assignment or transfer in violation hereof shall be null and void.

15.8. **Survival.** Any term by its nature intended to survive termination or expiry of these Terms survives termination of these Terms, including but not limited to: clause 5, 6, 9, 10, 12, 13.

15.9. **No Third-Party Beneficiaries** These Terms do not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

15.10. **Legal Notices.** Any legal notices required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered by email to the following addresses: (i) If to Philled: legal@workinitiatives.com.au (ii) if to Client, the email address associated with Client's account. Client is responsible for ensuring that Philled has up-to-date email address, and Client agrees that all notices, disclosures, and other communications that Philled provides to Client via email satisfy any legal requirement that such communications be in writing.