



Welcome to Blue Fox Health! Blue Fox Health provides NDIS participants and allied health and support workers with access, choice and control through the Blue Fox Health Platform.

## WHAT PARTS OF THESE TERMS APPLY TO ME?

This agreement governs your use of the Blue Fox Health mobile application and website (**Platform**) and any other services made available through the Platform. By using the Platform, you agree to be bound by this agreement which forms a binding contractual agreement between you, the User, and us, Blue Fox Health Pty Ltd ABN 98 663 717 020 (**Blue Fox Health, the Company, we or us**).

The remainder of this agreement is divided into three parts:

- Part A (**All Users**), which sets out terms that apply to all Users;
- Part B (**Workers**), which sets out additional terms that apply to Workers, being employees, contractors or other personnel engaged by Blue Fox Health who may provide services to Participants through or in connection with the Platform; and
- Part C (**Participants**), which sets out additional terms that apply to Participants, being people who use the Platform to view Workers, submit service requests or otherwise engage with Blue Fox Health for NDIS, allied health or support services.

If you intend to use the Platform as a Worker, only Part A and Part B of these terms will apply to you.

If you intend to use the Platform as a Participant, only Part A and Part C of these terms will apply to you.

When we talk about the “**Services**” in this agreement, we are referring to the services made available through our mobile application, website and associated services, including functionality that allows Participants to view Blue Fox Health Workers in their vicinity, submit requests for NDIS, allied health and support services, and allows Workers to register and maintain worker profiles.

These terms govern your access to and use of the Platform only. They do not govern the clinical, allied health, support work or other care services provided by Blue Fox Health, which are subject to separate service agreements, service bookings, service terms, invoices, NDIS requirements and applicable law.

By providing your address, location details or service area through the Platform, you consent to Blue Fox Health using that information to display, filter or match Participants and Workers by proximity, service type, availability and other operational criteria. The Platform does not require real-time location tracking unless we expressly notify you and obtain any consent required by law.

If you access or download our mobile application from the Apple App Store or Google Play Store, you agree to Apple’s Licensed Application End User License Agreement and any Usage Rules set forth in the App Store Terms of Service or the Android, Google Inc. Terms and Conditions including the License Agreement and Terms of Application.

We may use Google Maps/Earth mapping services or other mapping services, including Google Maps API(s), to support location-based matching using addresses provided by Users. Your use of Google Maps/Earth is subject to the Google Maps/Google Earth Additional Terms of Service.

## Part A All Users

### 1 ELIGIBILITY

- (a) This Platform is not intended for unsupervised use by any person under the age of 18 years old or any person who has previously been suspended or prohibited from using the Platform. By using the Platform, you represent and warrant that you are either:
  - (i) over the age of 18 years and accessing the Platform for personal use; or
  - (ii) accessing the Platform on behalf of someone under the age of 18 years old and consent to that person's use of the Platform.
- (b) Please do not access the Platform if you are under the age of 18 years old and do not have your parent or guardian's consent, or if you have previously been suspended or prohibited from using the Platform.
- (c) If you use the Platform on behalf of a company, organisation, participant, child or other person, you warrant that you have the necessary authority, consent or legal basis to do so. If you are accepting this agreement and using our Services on behalf of another person or entity, you represent and warrant that you are authorised to bind that person or entity to this agreement.

### 2 ACCOUNTS

- (a) In order to use most of the functionality of the Platform, Users are required to sign-up, register and receive an account through the Platform (an **Account**).
- (b) As part of the Account registration process and as part of your continued use of the Platform, you may be required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, NDIS participant details, worker credentials, health and disability information, service preferences, location information based on addresses you provide, and other information as determined by the Company from time to time.
- (c) You warrant that any information you give to the Company in the course of completing the Account registration process will always be accurate, honest, correct and up to date.
- (d) Where the Platform allows Users to communicate, post content or exchange information, you agree to communicate respectfully and lawfully, and not to use the Platform to abuse, harass, threaten, mislead, discriminate against or otherwise harm any other User, Worker, Participant or Blue Fox Health representative.
- (e) Once you complete the Account registration process, the Company may, in its absolute discretion, choose to accept you as a registered user within the Platform and provide you with an Account.
- (f) The Company reserves the right to contact you about any concerning behaviour by you, or to seek a resolution with you.
- (g) The Company may suspend or cancel your Account where it considers this reasonably necessary for legal, safety, regulatory, operational, service integrity or breach management reasons, including for any failure to comply with this agreement.

### 3 USER OBLIGATIONS

As a User, you agree:

- (a) not to intimidate, harass, impersonate, stalk, threaten, bully or endanger any other User or distribute unsolicited commercial content, junk mail, spam, bulk content or harassment;
- (b) to not share your Account with any other person and that any use of your Account by any other person is strictly prohibited. You must immediately notify the Company of any unauthorised use of your Account, password or email, or any other breach or potential breach of the Platform's security;

- (c) to not use the Platform for any purpose other than for the purpose of making arrangements to provide or receive services from or through Blue Fox Health, including by not using the Platform:
  - (i) in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity (including requesting or accepting a job which includes illegal activities or purposes); and
  - (ii) in connection with any commercial or money making or other promotional or marketing endeavours except those that are endorsed herein, or as approved in writing by the Company;
- (d) not to act in any way that may harm the reputation of the Company or associated or interested parties or do anything at all contrary to the interests of the Company or the Platform;
- (e) not to make any automated use of the Platform and you must not copy, reproduce, translate, adapt, vary or modify the Platform without the express written consent of the Company;
- (f) that the Company may change any features of the Platform or Services offered through the Platform at any time without notice to you;
- (g) that information given to you through the Platform or by the Company is general in nature, is not medical, clinical or therapeutic advice, and does not replace advice provided by an appropriately qualified health practitioner in the context of an active service relationship with Blue Fox Health; and
- (h) that the Company may cancel your account at any time if it considers, in its absolute discretion, that you are in breach or are likely to breach this clause 3.

## 4 POSTED MATERIALS

### 4.1 WARRANTIES

By providing or posting any information, materials or other content on the Platform (**Posted Material**), you represent and warrant that:

- (a) you are authorised to provide the Posted Material (including by being authorised to provide any services that you represent you provide);
- (b) the Posted Material is accurate and true at the time it is provided;
- (c) any Posted Material which is in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience;
- (d) the Posted Material is free from any harmful, discriminatory, defamatory or maliciously false implications and does not contain any offensive or explicit material;
- (e) the Posted Material is not “passing off” of any product or service and does not constitute unfair competition;
- (f) the Posted Material does not infringe any Intellectual Property Rights, including copyright, trademarks, business names, patents, confidential information or any other similar proprietary rights, whether registered or unregistered, anywhere in the world;
- (g) the Posted Material does not contain any viruses or other harmful code, or otherwise compromise the security or integrity of the Platform or any network or system; and
- (h) the Posted Material does not breach or infringe any applicable laws.

### 4.2 LICENCE

- (a) You grant to the Company a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any Intellectual Property Rights in any Posted Material in order for the Company to use, exploit or otherwise enjoy the benefit of such Posted Material.
- (b) If it is determined that you retain moral rights (including rights of attribution or integrity) in any Posted Material, you forever release the Company from any and all claims that you could assert against the Company by virtue of any such moral rights.

- (c) You indemnify the Company against all damages, losses, costs and expenses incurred by the Company arising out of any third party claim that your Posted Material infringes any third party's Intellectual Property Rights.

#### 4.3 REMOVAL

- (a) The Company acts as a passive conduit for the online distribution of Posted Material and has no obligation to screen Posted Material in advance of it being posted. However, the Company may, in its absolute discretion, review and remove any Posted Material (including links to you, your profile or listings you have posted on the Platform) at any time without giving any explanation or justification for removing the Posted Material.
- (b) You agree that you are responsible for keeping and maintaining records of Posted Material.

### 5 SERVICE INTERRUPTIONS, CANCELLATIONS AND AVAILABILITY

To the maximum extent permitted by law, the Company will have no liability or obligation to you if:

- (a) a Worker declines, cancels or is unavailable for a requested service, including after a Participant has expressed interest in working with that Worker; or
- (b) for whatever reason, including technical faults or worker availability, the Platform or any functionality of the Platform cannot be accessed, performed or completed,

and you will not be entitled to any compensation from the Company in connection with your free use of the Platform.

### 6 IDENTITY, NDIS AND WORKER VERIFICATION

- (a) **(Verification)** We may offer or require Users to verify their details, including identity, NDIS participant details, qualifications, registrations, worker screening clearances, working with children checks and other suitability information, using our processes or an external identity verification service as applicable (**Verification Service**).
- (b) **(Your personal information and privacy)** We will collect your personal information in accordance with our Privacy Policy as set out in clause 16. Where a Verification Service is used, you acknowledge and agree that:
  - (i) we may contact and share your personal information with a Verification Service to verify your details;
  - (ii) you consent to us receiving, sharing and using this information to enable us to carry out the Verification Service.
- (c) **(Fees)** We do not currently charge Users a fee to access the Platform. We may introduce fees for verification or other Platform functionality by updating the Platform or this agreement.
- (d) **(Warranty and Indemnity)** You acknowledge and agree that:
  - (i) we are reliant on the information provided by the Verification Service and Users to verify identity, credentials and other details and, to the extent permitted by law, we disclaim all warranties that the Verification Service will be accurate or will guarantee that any Worker is available or suitable for a particular Participant;
  - (ii) Participants should consider their own needs, preferences and service arrangements with Blue Fox Health before requesting services from a Worker; and
  - (iii) displaying a Worker, Worker profile or service request on the Platform does not guarantee availability, suitability or allocation.

### 7 OFF-PLATFORM BILLING

- (a) The Platform is free to access. Billing for NDIS, allied health and support services is handled by Blue Fox Health outside the Platform, including through Xero or any other billing system notified by Blue Fox Health from time to time.

- (b) Any fees, invoices, payment terms, cancellation fees or funding arrangements for services provided by or on behalf of Blue Fox Health will be set out in separate service agreements, service bookings, invoices or other written communications issued by Blue Fox Health.
- (c) You acknowledge that the Platform is primarily a matching, onboarding and marketing tool and does not process payments between Participants and Workers.
- (d) We reserve the right to correct any errors or mistakes in any service information, pricing information or billing information made available through or in connection with the Platform.

## 8 SERVICE LIMITATIONS

While we make every effort to ensure that the information on the Platform is as up-to-date and accurate as possible, you acknowledge and agree that from time to time, you may encounter the following issues:

- (a) the Platform may have errors or defects (or both, as the case may be);
- (b) the Platform may not be accessible at times;
- (c) messages sent through the Platform may not be delivered promptly, or delivered at all;
- (d) information you receive or supply through the Platform may not be secure or confidential; and
- (e) any information provided through the Platform may not be accurate or true.

## 9 INTELLECTUAL PROPERTY

- (a) The Company retains ownership of, or provides you with a sublicense to use, all materials developed or provided in connection with the Services, including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads, software, worker profile formats, platform content and other materials (Service Content), and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Service Content for the sole purpose of viewing it and using the Platform for its intended purpose. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Service Content without prior written consent from the Company or as permitted by law.
- (c) In this clause 9, “**Intellectual Property Rights**” means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this agreement both in Australia and throughout the world.

## 10 THIRD PARTY CONTENT

The Platform may contain text, images, data and other content provided by a third party and displayed on the Platform (**Third Party Content**). The Company accepts no responsibility for Third Party Content and makes no representation, warranty or guarantee about the quality, suitability, accuracy, reliability, currency or completeness of Third Party Content.

## 11 THIRD PARTY TERMS

- (a) If we need to acquire goods or services supplied by a third party, including app store, mapping, practice management, hosting, analytics or billing services, you may be subject to the terms and conditions of that third party (**Third Party Terms**).
- (b) Provided that we have notified you of such Third Party Terms and provided you with a copy of those terms (for example, a link on our Platform or otherwise set out in these terms), you agree to any Third Party Terms applicable to any goods or services supplied by a third party that we use to provide you with the Platform or any services related to

Platform and we will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

- (C) If you reject any applicable Third Party Terms, we may be unable to provide you with the Platform or the services associated with the Platform and you can stop using the Platform.

## 12 COMPLAINTS AND DISPUTES

- (a) You should direct any complaint relating to the Platform, a Worker, a Participant or the services provided by Blue Fox Health to the Company using the contact details or functionality made available by the Company.
- (b) If any issue or problem relating to the Platform or the services provided by Blue Fox Health remains unresolved, you must report it to the Company via the Platform or any contact details notified by the Company from time to time. We will assess the complaint and attempt to quickly and satisfactorily resolve it.
- (c) Nothing in this agreement limits any rights you may have under the *National Disability Insurance Scheme Act 2013* (Cth), NDIS Practice Standards, NDIS Code of Conduct, Australian Consumer Law or any other applicable law.
- (d) If you are an NDIS participant and are not satisfied with how Blue Fox Health handles a complaint about NDIS supports or services, you may be able to contact the NDIS Quality and Safeguards Commission or another applicable regulator. Blue Fox Health may also be required to handle certain complaints, incidents and reportable matters in accordance with NDIS requirements.
- (e) Any costs you incur in relation to a complaint or dispute will be your responsibility.
- (f) The Company has the option to appoint an independent mediator or arbitrator if needed. The cost of any mediator or arbitrator must be shared equally between each of the parties to the dispute, unless otherwise agreed or required by law.
- (g) The Company may pause, suspend or adjust any Platform request or Account in relation to a dispute until the dispute is resolved.
- (h) If you have a dispute with the Company, you agree to notify us first and enter into discussion, mediation or arbitration with us for a minimum of a 30-day period before pursuing any other proceedings, except where urgent interlocutory relief is required or where this would limit a right that cannot be excluded under applicable law.
- (i) Notwithstanding any other provision of this clause, you or the Company may at any time cancel your Account or discontinue your use of the Platform.

## 13 SECURITY

The Company does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with your use of the Platform. You should take your own precautions to ensure that the process you employ to access the Platform does not expose you to the risk of viruses, malicious computer code or other forms of interference.

## 14 DISCLAIMER AND LIABILITY

- (a) **(Blue Fox Health services)** The Platform is a directory, matching, onboarding and marketing tool for Blue Fox Health. All NDIS, allied health and support services made available through or in connection with the Platform are provided by Blue Fox Health, or by Workers engaged by Blue Fox Health to provide those services on its behalf. The Platform is not an independent marketplace for Participants to contract directly with Workers.
- (b) **(Separate service terms)** The supply of NDIS, allied health, support work and other care services by Blue Fox Health is governed by separate arrangements between Blue Fox Health and the Participant, and by applicable law. To the extent of any inconsistency between those separate arrangements and these terms, those separate arrangements prevail in relation to the relevant services.

- (c) **(Limitation of Liability - Platform)** To the maximum extent permitted by law and subject to clause 14(c), the total liability of each party (being you, the User and us, the Company) in respect of loss or damage sustained by the other party in connection with this agreement or your use of the Platform is limited to \$1,000. This limitation applies to the Platform only and does not limit liability for NDIS, allied health, support work or other care services except to the extent expressly permitted under the separate terms governing those services and applicable law.
- (d) Clause 14(b) does not apply to either party's liability in respect of loss or damage arising from:
  - (i) fraud, wilful misconduct or unlawful conduct;
  - (ii) breach of confidentiality, privacy or intellectual property obligations; or
  - (iii) liability that cannot be limited or excluded under applicable law.
- (e) **(Disclaimer)** To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (f) **(Consumer Law)** Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, you may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.
- (g) **(Consequential Loss)** To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue in connection with this agreement, the Platform or any goods or services provided by the Company, except:
  - (i) in relation to a party's liability for fraud, personal injury, death or loss or damage to tangible property; or
  - (ii) to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth).

## 15 CONFIDENTIALITY

You agree that:

- (a) no information owned by the Company, including system operations, documents, marketing strategies, staff information and client information, may be disclosed or made available to any third parties; and
- (b) all communications involving the details of other Users, Participants, Workers or Blue Fox Health clients on this Platform are confidential, and must be kept as such by you and must not be distributed nor disclosed to any third party.

## 16 PRIVACY

You agree to be bound by the clauses outlined in the Company's Privacy Policy, which can be accessed through the Platform or on our website.

Where we collect health information, disability information, NDIS participant information or other sensitive information through or in connection with the Platform, we will collect and handle that information in accordance with our Privacy Policy and applicable privacy laws. By using the Platform and providing that information, you acknowledge that the collection, use and disclosure of that information may be necessary for Blue Fox Health to provide the Platform, assess service suitability, manage worker matching, provide services, meet safety and quality obligations and comply with NDIS and other legal requirements.

Where privacy laws require your consent to collect sensitive information, you consent to Blue Fox Health collecting, using, storing and disclosing that sensitive information for the purposes described in this agreement and our Privacy Policy. Blue Fox Health may also require you to provide a separate affirmative consent through the Platform, such as ticking a dedicated consent box, before collecting particular health, disability or NDIS information.

## 17 COLLECTION NOTICE

- (a) We collect personal information, including sensitive information such as health information, disability information and NDIS participant information, in order to enable you to access and use the Platform, create and maintain your Account, match Participants with Workers, contact and communicate with you, respond to your enquiries, provide services through Blue Fox Health and for other purposes set out in our Privacy Policy.
- (b) Sensitive information and service-related records may be stored in Cliniko or another practice management database, and in other secure systems used by Blue Fox Health for administration, service delivery, compliance, safety, quality assurance and support purposes.
- (c) Our Privacy Policy contains more information about how we use, disclose and store your information and details how you can access and correct your personal information.

## 18 NOTICE REGARDING APPLE

If you are accessing the Services from the Apple, Inc. (**Apple**) iOS Store, you acknowledge and agree:

- (a) this agreement is between you and the Company and not with Apple. Apple is not responsible for the Services or any content available on the Services;
- (b) Apple has no obligation whatsoever to furnish any maintenance and support services for the Services;
- (c) in the event of any failure of the Company to conform to any applicable warranty, you may notify Apple, and Apple will refund the price for the Services. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Services, and any other claims, losses, liabilities, damages, costs of expenses attributable to any failure to conform to any warranty will be the Company's responsibility;
- (d) Apple is not responsible for addressing any claims by you or any third party relating to the Services, including, but not limited to:
  - (i) product liability claims;
  - (ii) any claim that the Services fails to conform to any applicable legal or regulatory requirement; and
  - (iii) claims arising under consumer protection, privacy, or similar legislation;
- (e) in the event of any third party claim that the Services or your use of the Services infringes any third party's intellectual property rights, Apple will not be responsible for the investigation, defence, settlement and discharge of any such claim;
- (f) that you represent and warrant that:
  - (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and
  - (ii) you are not listed on any U.S. Government list of prohibited or restricted parties;
- (g) you must comply with applicable third party terms of this agreement when using the Services; and
- (h) Apple, and Apple's subsidiaries, are third party beneficiaries of this agreement, and that, upon your acceptance of this agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this agreement against you as a third party beneficiary.

## 19 TERMINATION

- (a) Either the Company or the User may terminate the User's account at any time (including any listings, memberships or Accounts). Where the Company terminates or suspends an Account, it will do so where it considers this reasonably necessary for legal, safety, regulatory, operational, service integrity or breach management reasons.

- (b) If a User wants to terminate their account (and/or any other membership they hold in connection with the Platform), they can do so by using the Platform's functionality where available. Where such functionality is not available, the Company will effect such termination within a reasonable time after receiving written notice from the User.
- (c) In the event that a User's Account is terminated:
  - (i) the User's access to all posting tools on the Platform will be revoked;
  - (ii) the User will be unable to view the details of all other Users (including contact details, geographic details, any other personal details and service profiles or requests); and
  - (iii) the User may be unable to view the details of Workers or Participants, including contact details, geographic details and any other details, and all profiles or service requests previously posted by the respective User may also be removed from the Platform.
- (d) Notwithstanding termination or expiry of your Account, this agreement, or any other membership you hold in connection with the Platform, the provisions of Part A and any other provision in this agreement which by its nature would reasonably be expected to be complied with after termination or expiry, will continue to apply.

## 20 TAX

You are responsible for the collection and remission of any taxes associated with your own income, business activities or use of the Platform. Billing to Participants for services provided by Blue Fox Health is handled by Blue Fox Health outside the Platform.

## 21 RECORD / AUDIT

To the extent permitted by law, the Company reserves the right to keep all records of any and all transactions and communications made through this Platform between you and other Users or the Company, including messages, user posts, service requests, comments, feedback, reviews, cookies and I.P. address information, for administration, compliance, safety, quality assurance and dispute resolution purposes, and also holds the right to produce these records in the event of any legal dispute involving the Company.

## 22 NOTICES

- (a) A notice or other communication to a party under this agreement must be:
  - (i) in writing and in English; and
  - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
  - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
  - (ii) when replied to by the other party,
 whichever is earlier.

## 23 GENERAL

### 23.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal

from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

#### 23.2 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

#### 23.3 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

#### 23.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

#### 23.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

#### 23.6 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

#### 23.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

#### 23.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and

- (j) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

## Part B Workers

### 1 ELIGIBILITY AND QUALIFICATIONS

- (a) You must be engaged or otherwise approved by Blue Fox Health before using the Platform as a Worker.
- (b) When providing services to Participants, Workers act on behalf of Blue Fox Health and not as independent providers engaged directly by Participants. Participants do not employ, appoint, retain or otherwise engage Workers through the Platform.
- (c) If in your Worker profile or anywhere on your Account you hold yourself out to possess certain qualifications, registrations, clearances, experience or skills (**Qualifications**), you warrant to the Company that you do hold such Qualifications and if requested, will promptly provide the Company with evidence of the Qualifications.
- (d) Where required by law, NDIS requirements, Blue Fox Health policy or your role, you must at all times maintain valid worker screening clearances, working with children checks, professional registrations, insurance and other checks or credentials in the jurisdiction in which you offer or provide services. You indemnify the Company against any claim that may arise in connection with your eligibility to provide services.

### 2 WORKER PROFILES

You acknowledge and agree that:

- (a) you must use your best endeavours to provide as much information as possible in any profile you submit to the Platform in which you describe your services, skills, qualifications, experience, location or availability (**Worker Profile**);
- (b) the Company may choose not to accept any Worker Profile you submit to the Platform, and the Company may limit the number or type of Worker Profiles you can submit to the Platform;
- (c) any information you supply in a Worker Profile must be true, timely and accurate;
- (d) you may accept or reject service requests made available to you through or in connection with the Platform, but once you accept a service request confirmed by Blue Fox Health, you must take all reasonable steps to complete the services as agreed with Blue Fox Health;
- (e) you must deal with any dispute involving a Participant in accordance with Part A and any applicable Blue Fox Health policies or engagement terms;
- (f) any terms and conditions relating to your engagement by Blue Fox Health are between you and Blue Fox Health and do not create a direct services contract between you and a Participant through the Platform; and
- (g) the Company will have no responsibility for the accuracy, reliability or timeliness of any Participant's response to a Worker Profile or service request.

### 3 SERVICE REQUESTS

- (a) From time to time, the Platform may display, direct or make available to you requests for services that have been submitted to the Platform by Participants (Service Requests). The Platform will generally display or direct Service Requests having regard to factors such as service type, location and availability, though the Company does not guarantee this and no Service Request is automatically allocated to you.
- (b) When the Platform directs you to a Service Request, you may be able to view details of the specific services requested, subject to privacy, safety and operational settings determined by Blue Fox Health.
- (c) You may accept or reject a Service Request made available to you. A Service Request is not confirmed unless and until Blue Fox Health confirms the booking or service arrangement.

#### **4 PROVISION OF SERVICES**

- (a) You must ensure that all services you accept and that are confirmed by Blue Fox Health are provided:
  - (i) in accordance with all applicable laws, regulations, tax obligations and industry standards;
  - (ii) with due care and skill and in a professional, punctual and diligent manner;
  - (iii) so that the services are fit for their intended purpose; and
  - (iv) on the date and at the times set out in the confirmed service arrangement.
- (b) You acknowledge and agree that a Participant may review a Worker Profile or services you provide on behalf of Blue Fox Health on the Platform in accordance with clause 4 of Part C of this agreement.
- (c) If a Participant requests to reschedule the delivery time for services, you may choose to accept or reject such a request, subject to any applicable Blue Fox Health policies or engagement terms.

#### **5 FEES**

- (a) Viewing the Platform and maintaining a Worker Profile is free.
- (b) Blue Fox Health sets pricing and billing arrangements with Participants for services provided by Blue Fox Health. As a Worker, you may be offered Service Requests or work opportunities by Blue Fox Health and may accept or reject those opportunities.
- (c) Your remuneration, contractor fees, wages, invoices, expenses, GST treatment and payment timing are governed by your separate employment, contractor or other engagement arrangement with Blue Fox Health and are not processed through the Platform.
- (d) If you are engaged by Blue Fox Health as a contractor, your contractor status, independence, business obligations and any right to accept or reject work are governed by your separate contractor agreement with Blue Fox Health. Nothing in these terms creates an employment relationship between you and Blue Fox Health, or between you and any Participant.
- (e) The Platform does not collect payments from Participants for transfer to Workers and does not operate as a payment facility between Participants and Workers.
- (f) You:
  - (i) must not represent that Participants are engaging you directly, employing you, appointing you or otherwise retaining you as an independent provider through the Platform;
  - (ii) must comply with any applicable Blue Fox Health pricing, billing and invoicing processes; and
  - (iii) must not ask a Participant to pay you directly for services arranged through or in connection with the Platform unless Blue Fox Health has expressly authorised this in writing.
- (g) The Company reserves the right to change Platform functionality, Worker Profile settings or service request processes at any time by updating the Platform or this agreement.
- (h) You acknowledge and agree that taxes, GST and other financial obligations applicable to your remuneration or business are governed by your separate engagement arrangement with Blue Fox Health and applicable law.
- (i) Blue Fox Health does not charge Workers a fee to unlock Participant contact details through the Platform.

#### **6 CANCELLATIONS AND ACCEPTED WORK**

- (a) Without limiting or otherwise affecting the terms of this agreement or your separate engagement arrangement with Blue Fox Health, if you wish to cancel or decline a

confirmed service before you have performed all the relevant services, you must contact Blue Fox Health using the Platform's functionality or any other process notified by Blue Fox Health, including by providing details as to why you are cancelling.

- (b) You must comply with all applicable laws, Blue Fox Health policies and reasonable directions in relation to cancellations, participant safety, continuity of care and handover.
- (c) If we accept your request to cancel a confirmed service, we may take one or more of the following actions:
  - (i) cancel your Account and/or any membership you hold in connection with the Platform;
  - (ii) arrange an alternative Worker or service arrangement for the relevant Participant; and
  - (iii) take any action available under your separate engagement arrangement with Blue Fox Health.
- (d) No Platform fee is payable by you for cancellation through the Platform.
- (e) You agree to honour and comply with the process set out in this clause 6 in the event of a pricing, booking or service request error.

## **7 BYPASSING**

- (a) You agree that while you are a Worker on the Platform, regardless of the reason that your Account was suspended or cancelled, you will not, either directly or indirectly, solicit or attempt to solicit any business, work, income or other benefit from any Participant whom you came to know about, or with whom you provided goods or services to directly or indirectly, by using the Platform, except through or as authorised by Blue Fox Health.
- (b) The Company may, in its absolute discretion, cancel your Account and suspend you from using the Platform if it finds or suspects that you have breached or are in breach of this clause 7.

## **8 BINDING CONTRACT**

You agree that when a Participant submits an enquiry in response to your Worker Profile or a Service Request is made available to you, this does not create a direct contract between you and the Participant. A service arrangement is only confirmed when Blue Fox Health confirms the booking or service arrangement, and any contract for the relevant NDIS, allied health or support services is between the Participant and Blue Fox Health unless Blue Fox Health expressly agrees otherwise in writing.

The Platform does not facilitate Workers offering an independent business to Participants outside Blue Fox Health. Workers must only provide services to Participants introduced, matched or managed through the Platform as representatives of Blue Fox Health, unless Blue Fox Health expressly agrees otherwise in writing.

## **9 WARRANTIES**

By listing yourself as a Worker on the Platform, posting a Worker Profile or responding to a Service Request, you represent and warrant that:

- (a) you are able to fulfil the requirements of the services specified in the Worker Profile or Service Request that you accept;
- (b) you will provide services to each Participant:
  - (i) using suitably qualified and trained personnel exercising due care and skill in a professional, efficient, diligent and safe manner, and to the best industry standards; and
  - (ii) in compliance with all applicable laws; and
- (c) you have not been previously convicted of an indictable offence and you are not subject to any current legal, criminal, civil, professional disciplinary or administrative proceedings that may affect your ability to safely and lawfully provide services.

## Part C Participants

### 1 WORKER PROFILES, SERVICE REQUESTS AND FEES

- (a) You acknowledge and agree that:
  - (i) if you respond to a Worker Profile or submit or confirm a Service Request, that will constitute your expression of interest in receiving services from Blue Fox Health, and does not by itself create a direct contract with the relevant Worker;
  - (ii) any fees for services provided by or on behalf of Blue Fox Health will be quoted, invoiced or otherwise notified by Blue Fox Health outside the Platform, including under any applicable service agreement, service booking, NDIS plan management process or invoice; and
  - (iii) any terms and conditions relating to services or a quote provided via or in connection with the Platform are between you and Blue Fox Health and do not create a direct services contract between you and a Worker.
- (b) When you submit a Service Request on the Platform, you must:
  - (i) only submit requests that are bona fide and accurate; and
  - (ii) truthfully fill out all the information requested by the Platform in relation to the Service Request.

### 2 PAYMENT

- (a) (Payment obligations) Unless otherwise agreed in writing with Blue Fox Health, you must pay Blue Fox Health for all services provided by or on behalf of Blue Fox Health in accordance with the applicable service agreement, service booking, invoice or other payment terms notified to you.
- (b) (Off-platform payments) Payments are not processed through the Platform. Blue Fox Health may use Xero or another billing system to issue invoices and manage payments, and any third-party payment fees or surcharges will be notified outside the Platform where applicable.
- (c) (Pricing errors) In the event that we discover an error or inaccuracy in any price, quote or service information provided through or in connection with the Platform, we will attempt to contact you and inform you of this as soon as possible. Subject to any applicable law and service agreement, we may correct the error, confirm the services at the correct price, or cancel the relevant service request.

### 3 CANCELLATIONS

- (a) The Company will have no liability or obligation to you if a Worker declines, cancels or becomes unavailable for a Service Request or service arrangement, although Blue Fox Health may use reasonable efforts to arrange an alternative Worker or service arrangement where appropriate.
- (b) If you wish to cancel services specified in a Service Request or confirmed service arrangement, before the Worker has performed them, you must contact Blue Fox Health. If the Company decides to investigate your cancellation, you must provide assistance and information to the Company as reasonably requested.
- (c) If you cancel a service specified in a Service Request or confirmed service arrangement, whether any amount is payable or refundable will depend on the applicable Blue Fox Health service agreement, cancellation policy, NDIS requirements and applicable law.

### 4 RATINGS AND REVIEWS

This clause applies where Ratings or Reviews are made available on the Platform.

- (a) Participants may rate a Worker Profile (**Rating**) and/or may provide feedback to Workers or Blue Fox Health regarding the services Participants received from Workers on behalf of Blue Fox Health (**Review**).

- (b) Participants' Ratings and Reviews can be viewed by any User and will remain viewable until the relevant Worker Account and/or Worker Profile is removed or terminated.
- (c) Participants must only provide true, fair and accurate information in their Reviews.
- (d) If we consider that a Review is untrue, unfair, inaccurate, offensive, defamatory, discriminatory, misleading, inappropriate or otherwise creates legal, safety, regulatory or operational risk, we may delete, edit, de-identify or moderate the Review and/or ban the relevant Participant from posting further Reviews. We do not undertake to review each Review made by Participants.
- (e) To the maximum extent permitted by law, we are not responsible for the content of any Reviews.
- (f) You indemnify Blue Fox Health against all losses, damages, costs, expenses and claims arising from or in connection with any Rating, Review or other Posted Material you provide, except to the extent caused or contributed to by Blue Fox Health's negligence, breach of law or wilful misconduct.
- (g) You may not publish Reviews of Workers to whom you have a personal or professional relationship separately from the Platform.
- (h) You may only write a Review about a Worker if you have had a buying or service experience with Blue Fox Health involving that Worker, which means that:
  - (i) you have received a service from Blue Fox Health involving that Worker; or
  - (ii) you have placed a service request with Blue Fox Health involving that Worker; or
  - (iii) you can otherwise document your use of Blue Fox Health's service involving that Worker, including via correspondence or other interaction with Blue Fox Health or the Worker via the Platform,
 (collectively referred to as a **Service Experience**).
- (i) You may only write about your own Service Experience. You are not permitted to write a Review about somebody else's Service Experience, such as that of a family member or friend.
- (j) You may not write a Review about a Worker you have previously owned, currently own, or which an immediate family member currently owns, or if you are an executive or employee of that Worker, or work for the Worker. Similarly, you may not write a Review about a direct competitor to Blue Fox Health or the Worker you own, are employed by or work for.
- (k) Your Service Experience must have occurred within the last 12 months when you submit a Review.
- (l) You are encouraged to be specific and factual in your Reviews. If you have been offered an incentive by Blue Fox Health or a Worker to write a Review, you should include information about this in your Review. Incentives include offering you a gift, reward, discount or advantage for writing a Review about a Worker or Blue Fox Health.

## 5 BLUE FOX HEALTH WORKERS

You acknowledge and agree that:

- (a) the Platform provides access to information about Workers who are engaged by or otherwise approved by Blue Fox Health;
- (b) the display of a Worker on the Platform does not guarantee that the Worker is available, suitable for your needs or automatically allocated to you;
- (c) Blue Fox Health may verify, review or approve Workers in accordance with its own processes, but you remain responsible for making choices about your preferred Worker and telling Blue Fox Health about your needs, preferences and concerns; and
- (d) all services requested through or in connection with the Platform are provided by Blue Fox Health or Workers engaged by Blue Fox Health on its behalf, and do not create a

direct services contract between you and a Worker unless Blue Fox Health expressly agrees otherwise in writing.

## **6 COMMUNICATIONS AND CONDUCT**

- (a) You must not use the Platform or any communication functionality to abuse, harass, threaten, intimidate, mislead, discriminate against or otherwise harm a Worker, Participant, Blue Fox Health representative or any other person. You must not request or entice a Worker to provide services outside Blue Fox Health unless Blue Fox Health has expressly authorised this in writing.
- (b) The Company may suspend or cancel your Account where it considers this reasonably necessary for legal, safety, regulatory, operational, service integrity or breach management reasons, including for any failure to comply with this agreement.