

Terms & Conditions

SWAGGIE PLATFORM

Please read this agreement before accessing or using the information and services available through the Swaggie website ("Site").

By accessing or using the Site, you agree to be bound by the terms and conditions below. Swaggie may modify this agreement at any time, and such modifications shall be effective immediately upon posting the modified agreement on the Site.

Swaggie JobConnect Pty Ltd ("Swaggie") provides the Swaggie Platform to enable Users the ability to express interest in the Swaggie Platform. Users may provide personal details when submitting an expression of interest. Users submit personal information in accordance with the Swaggie Privacy Policy. Swaggie provides the Swaggie Platform only, enabling Users to express interest in the Swaggie Platform. Users should be natural persons, but can specify within their account that they represent a business entity

USER OBLIGATIONS

You must not use the Swaggie Platform for any illegal or immoral purpose. You will at all times:

- i. comply with the Terms of Use and all applicable laws and regulations;
- ii. ensure that You are aware of any laws that apply to You as a User, or in relation to using the Swaggie Platform.

You agree that any content (whether provided by Swaggie, a User or a third party) on the Swaggie Platform may not be used on third party sites or for other business purposes without Swaggie's prior permission. You grant Swaggie an unrestricted, worldwide, royalty-free licence to use, reproduce, modify and adapt any content and information posted or submitted on the Swaggie Platform for the purpose of publishing material on the Swaggie Platform and as otherwise may be required to provide the Swaggie Platform, for the general promotion of the Swaggie Platform, and as permitted by this Agreement. You agree that any information posted on the Swaggie Platform must not, in any way whatsoever, be potentially or actually harmful to Swaggie or any other person. Harm includes, but is not limited to, economic loss that will or may be suffered by Swaggie. Without limiting any provision of this Agreement, any information You supply to Swaggie must be up to date and kept up to date and must not:

- i. be false, inaccurate or misleading or deceptive;
- ii. be fraudulent, defamatory, libellous, threatening or harassing;
- iii. infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or intellectual property rights, rights of publicity, confidentiality or privacy;
- iv. violate any applicable law or regulation;
- v. be obscene or contain any material that, in Swaggie's sole and absolute discretion, is in any way inappropriate or unlawful, including, but not limited to obscene, inappropriate or unlawful images; or

- vi. contain any malicious code, data or set of instructions that intentionally or unintentionally causes harm or subverts the intended function of any Swaggie Platform.

If Swaggie determines at its sole discretion that You have breached any obligation, it reserves its rights. **PRIVACY** In order to ensure Swaggie can reduce the incidence of fraud and other behaviour in breach of the Terms of Use, Swaggie reserves the right to ask Users to verify themselves in order to remain a User. **NO AGENCY** No agency, partnership, joint venture, employee-employer or other similar relationship is created by the Terms of Use or by using the Swaggie Platform. In particular You have no authority to bind Swaggie, its related entities or affiliates in any way whatsoever. To the extent permitted by law, Swaggie specifically disclaims all liability for any loss or damage incurred by You in any manner due to the performance or non-performance of Swaggie Users and/or affiliates or third parties.

GENERAL

These Terms of Use are governed by the laws specified in Australia. The provisions of these Terms of Use are severable, and if any provision is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforceable. These Terms of Use set out the entire understanding and agreement between the User and Swaggie with respect to its subject matter.

PRIVACY POLICY

Swaggie JobConnect Pty Ltd (“Swaggie”) manages the information that we collect from you in accordance with all applicable privacy legislation. This Privacy Policy describes how Swaggie handles your personal data and sets out the rights and obligations that both you and Swaggie have in relation to your personal data. By accessing www.swaggie.co (the “Platform” or “Site”) you accept and agree to the terms of use, and acknowledge that your personal data may be collected, used, stored and disclosed in accordance with this Privacy Policy. Swaggie may, from time to time, modify this Privacy Policy (and update the web page on which it is displayed).

By accessing or using the Site, you agree to be bound by Swaggie terms and conditions. Swaggie may modify this agreement at any time, and such modifications shall be effective immediately upon posting the modified agreement on the Site.

COLLECTION OF YOUR PERSONAL DATA

Information we collect directly from you Swaggie collects personal data when you register with Swaggie. This includes:

- i. your name, email address, phone number and other contact details;
- ii. your location and the location where you are interested in performing work or listing available work; and
- iii. other information relevant for your registration of interest in the Swaggie Platform.

If your personal details change, it is your responsibility to update your Swaggie account with those changes, so that we can keep our records complete, accurate and up to date. Information we collect when you use our Platform Swaggie may also receive and record the following information from your internet browser and computer, including through cookies and similar technologies, when you use our Platform:

- i. Computer and connection information such as statistics on page views, traffic to and from our Platform, referral URL, IP address, unique device ID, browsing history and web log information;
- ii. Information about your use of our Platform, including the date and time you visit our Platform, the areas or pages that you visit, the amount of time you spend viewing or using the Platform, the number of times you return to the Platform, other clickstream or website usage information, and emails that you open, forward or click-through to our Platform.

We may also use a range of different technologies to confirm your location.

INFORMATION WE OBTAIN FROM OTHER SOURCES

In addition to data collected from You, we also receive data from certain third-parties that connect to your account (including Facebook, LinkedIn and any other site you which you enable from time to time) as well as from identity verification service providers.

HOW WE USE YOUR PERSONAL DATA

- i. Swaggie may use the information we collect for the following purposes:
 - ii) Identification and authentication in order to allow you to access the Platform.
 - iii) To customise and permit content on the Swaggie Platform (such as postings or third party advertisements) to be targeted to users for whom it is most likely to be relevant
 - iv) To improve our services and develop new platform features
 - v) To provide, maintain and protect our Platform and to verify the identity of authorised users of the Platform.
 - vi) Providing your information to a user with whom you have submitted interest
 - vii) As required by law, order of a court, tribunal or regulator or if Swaggie reasonably believes use or disclosure of the information is reasonably necessary for enforcement related activities
 - viii) To contact you to inform you about promotions or upcoming changes to our Platform

COOKIES AND SIMILAR TECHNOLOGIES

Swaggie uses cookies and similar tracking technologies for a number of purposes including to access your information when you sign in, keep track of your preferences, direct specific content to you, report on Swaggie's user base, and to improve Swaggie's services. We also use cookies or anonymous identifiers when you interact with our

affiliate service providers (for example, when you integrate your Swaggie account with your Facebook profile) and as further described below. We use the following types of cookies and similar technologies:

NECESSARY COOKIES

We use cookies and similar technologies that are necessary to the operation of our Platform. This includes technologies that allow you access to our website, services, mobile app or that are required to identify irregular site behaviour, prevent fraudulent activity and improve security, or that allow you to make use of our functions such as saved search or similar functions; If you change the settings on your internet browser to block or restrict cookies (including cookies associated with Swaggie's platform), or to indicate when a cookie is being set by Swaggie, the Swaggie platform may not work as intended. You should remember that, while you may still be able to use the Platform if your cookies are disabled, our platform may not function properly on your device and you may not be able to take advantage of certain Swaggie features.

OTHER COOKIES

We may use cookies and similar technologies that allow us to offer you enhanced functionality when accessing or using our Platform. We may use cookies and similar technologies to assess the performance of our Platform. We may use first-party or third-party cookies and similar technologies to deliver content, including ads relevant to your interests. This includes using technologies to understand the usefulness to you of the advertisements and content that has been delivered to you, such as whether you have clicked on an advertisement. You may reject first-party advertising cookies and similar technologies through your browser settings (as described below). To learn more about the use of cookies or other technologies to deliver more relevant advertising and to control or opt out of the collection and use of the data by these third party tools, visit [here](#).

BROWSER AND SYSTEM CONTROLS

You may set your browser or operating system to limit certain tracking or to decline cookies, but you may not be able to use certain features on the Platform which require such cookies. Each browser and operating system is a little different, so please check your browser or operating system's settings or help section to learn more about how to delete or disable cookies and tracking. If you wish to prevent your data from being used by Google Analytics, Google has developed the Google Analytics opt-out browser add-on available [here](#), and you can manage your Google accounts [here](#).

HOW WE SHARE YOUR PERSONAL DATA

Swaggie JobConnect Pty Ltd may disclose information we collect from you as follows:

- i. Swaggie third parties and affiliates. We may share your personal data with affiliates and other third parties as necessary to measure and improve the services we provide to you.

- ii. **Legal Matters & Safety.** We may share your personal data to respond to judicial process or provide information to law enforcement or regulatory agencies or in connection with an investigation on matters related to public safety, as permitted or required by law. We may also share your personal data if we believe there has been a violation of our terms, our rights, or the rights of any third party.
- iii. **Sale or Transfer of Business or Assets.** In the event that we, or any of our businesses, are sold or disposed of, whether by merger, sale of assets or otherwise, or in the event of insolvency, bankruptcy or receivership, your personal data may be one of the assets sold or merged in connection with the transaction.
- iv. **With Your Permission.** We may share your personal data with any other third party with your consent or as necessary to deliver a service you requested.

We will take all reasonable steps to protect the information we hold about you from unauthorized access, use and disclosure. We cannot guarantee the absolute security of that information, or that our platform will be completely free from third party interception or are incorruptible from viruses. We cannot and do not guarantee that information you send from your computer to us over the Internet will be protected by any form of encryption (encoding software). In light of this, we cannot and do not ensure or warrant the security or privacy of your personal information.

THIRD PARTIES AND AFFILIATES

The Platform may contain links to third party websites. If you follow a link to any of these websites, note that these websites have their own privacy policies. Swaggie does not control, and does not accept any responsibility or liability for, the privacy policy of, and use of personal information by, any party other than Swaggie.

COMMUNICATION

When You register on the Swaggie Platform, you are “opting-in” to receive update, , and those of our valued affiliate service providers (“Marketing Material”), via your Swaggie account, personal e-mail address, post or telephone. If you conclude a transaction on the Platform, you may also be given the opportunity to opt- in to receive Marketing Material from Swaggie and our valued affiliate service providers. Once you opt-in You may, at any time, opt-out. Swaggie may contact you as the result of a referral or by another user who has provided us with contact information, such as your name and email address. The use of contact information received in connection with a referral will be governed by this Privacy Policy. You may request to opt-out by emailing Swaggie using the contact information provided on the platform. Swaggie reserves the right to send you administrative and account-related messages even if you opt out of receiving marketing communications.

DATA RETENTION We retain your personal data for as long as is necessary with regard to the purposes for which it was collected or lawfully further processed, or for as long as may be necessary in light of our legal obligations or in order to allow us to pursue, defend or exercise legal claims.