

Schedule 12

Cancellation and Exchange Policy

About this Schedule

The Policy in this Schedule is specifically incorporated by reference to the Master Services Agreement between the Customer and Supplier to the extent it relates to cancellation of the Services.

1. Your rights under Law

- 1.1 Before entering the Agreement, Customers are expected to read this Policy to understand their rights and what can be expect from Supplier if Customer is not satisfied with the Services.
- 1.2 Supplier offers refunds, repairs and replacements in accordance with the Australian Consumer Law (**ACL**) and on the terms set out in this Policy.
- 1.3 The Services come with guarantees that cannot be excluded under Law. Under the ACL, Customers are entitled to certain guarantees, including that services will be provided with due care and skill, and that they will be fit for the purpose for which they were acquired.
- 1.4 Customers may be entitled to a replacement or refund if the Services provided by Supplier have a Major Failure and to compensation for any other reasonably foreseeable loss or damage.
- 1.5 Customers may also be entitled to have Services re-supplied if the Services fail to be of acceptable quality and the failure does not amount to a major failure.

2. Cancellation of Licence Plan

- 2.1 Licence Fees are payable in respect of Active Workrs that are being monitored and calculated as at the first day of each calendar month.
- 2.2 Customers may cancel a Plan by terminating the Agreement, in accordance with the Agreement.
- 2.3 Unless otherwise required by Law, Cancellation of a Plan will not entitle the Customer to any refund of Licence Fees paid.

3. Professional Services

- 3.1 Professional Services are agreed between Supplier and Customers on a bespoke basis.
- 3.2 Any requests for refunds, should they arise, will be considered by Supplier on a case-by-case basis, having regard to all relevant circumstances (unless required by Law).
- 3.3 Where a Customer cancels a Professional Service and the Supplier has not completed work on the Professional Services, the Supplier may reimburse the Customer for the relevant Service Fee after deducting

reasonable costs associated with the work undertaken by the Supplier.

4. Integration Services

- 4.1 Integration Services are agreed between Supplier and Customers on a bespoke basis.
- 4.2 Any requests for refunds, should they arise, will be considered by Supplier on a case-by-case basis, having regard to all relevant circumstances (unless required by Law).
- 4.3 Where a Customer cancels a Integration Service and the Supplier has not completed work on the Integration Services, the Supplier may reimburse the Customer for the relevant Service Fee after deducting reasonable costs associated with the work undertaken by the Supplier.

5. Verification Services

- 5.1 Subject to this paragraph 5, if Supplier chooses to reimburse a Customer in respect of any cancelled Requirement, the reimbursement provided to the Customer will be in the form of:
- (a) a voucher for Service Fees paid by credit card; or
 - (b) a credit note for Service Fees paid by on account,
- and redeemable for any Supplier Services for up to 12 months.
- 5.2 If Supplier chooses to reimburse the Customer, Supplier at its sole discretion will provide to the Customer either a voucher or credit note for the value of the purchase

price paid by the Customer after deducting reasonable charges for:

- (a) the administrative costs of processing and effecting the request for a refund; and
- (b) work undertaken by Supplier in attempting to provide the Service requested before the request was cancelled.

5.3 If Supplier is unable to provide a voucher or credit note, it may provide a refund less the amounts specified in clauses 5.2(a) and 5.2(b).

5.4 The reasonable charges to be deducted in accordance with clause 5.2 will be determined at the time of issuing the refund having regard to all relevant and available information.

5.5 If the reasonable charges to be deducted in accordance with clause 5.2 exceed the Verification Service Fee paid by the Customer, Supplier will advise the Customer that the refund amount is nil, no credit or refund will be provided and no further charges will be sought from the Customer in respect of the requested Verification Requirement.

6. Verification Requirements: Cancellation by Customer

6.1 Verification Requirements are put into progress once a Verification Requirement has been submitted by the Worker.

6.2 If a Verification Requirement is put into progress, then Supplier is irrevocably committed to incurring charges payable to third-party

suppliers and associated processing costs.

6.3 Unless exceptional circumstances apply, if a Customer cancels a Verification Requirement after the Verification Requirement is put into progress, no refund or credit will be provided.

6.4 Supplier may, at its discretion, provide a credit for some or all of the cost of Verification Requirement after it has been cancelled if:

- (a) the Verification Requirement has not been put into progress; or
- (b) exceptional circumstances apply.

7. Verification Requirements: Cancellation by Supplier

7.1 If Supplier has made ongoing efforts to complete a Verification Requirement, but remains unsuccessful (that is, Supplier has been unable to obtain the requested verification information and/or response from the third-party) for a period of:

- (a) 20 Business Days in respect of a Verification Requirement in Australia or New Zealand; or
- (b) three (3) months in respect of a Verification Requirement in any other country,

then Supplier reserves the right to cancel the Verification Requirement.

7.2 The Parties agree that, following the circumstances outlined in clause 7.1:

- (a) the value of the work undertaken in attempting to provide the requested Verification Requirement is deemed to exceed the Verification Service Fee paid by the Customer;
- (b) to the extent permitted by Law, the Customer is not entitled to a refund of the relevant Verification Service Fee paid to the Supplier; and
- (c) the Supplier will not seek any charges from the Customer in respect of the relevant Verification Requirement.

8. Who may cancel a Requirement

8.1 Only the Supplier or the Customer may cancel a Requirement in accordance with this Policy.

8.2 If, prior to completion of the Verification Requirement, a Worker advises Supplier in writing that the Worker withdraws their consent to the relevant Verification Requirement, Supplier will suspend its work on the Verification Requirement and notify the Customer as soon as possible, providing the Customer with 5 Business Days to confirm how it wishes to proceed.

8.3 If, in the circumstances of clause 8.2, the Customer:

- (a) cancels the Verification Requirement, clause 7 will apply; or
- (b) does not provide directions to the Supplier within the notice

period of 5 Business Days,
clause 6 will apply.

Supplier will put the Verification
Requirement back into progress.

8.4 If, within the notice period of 5
Business Days, the Worker advises
Supplier in writing that they consent
to the Verification Requirement,

9. Definitions and Interpretation

Unless the context otherwise requires, all
terms used in this Policy that are defined in
the Agreement bear the meaning ascribed
in the Agreement.

Version history

This is version 2.0 of this Schedule.

Version	Approved	Effective	Notes
1.0	16/06/2025	16/06/2025	First version published
2.0	16/09/2026	13/10/2026	Nomenclature changes