

Schedule 11

Kinatico Compliance User App Terms

About this Schedule

The terms set out in this Schedule comprise the terms and conditions that must be accepted by an individual when using the Kinatico Compliance User App (**User App**) made available to the individual pursuant to the Master Services Agreement between Customer and Supplier for the provision of Services.

User Terms

1. About Kinatico Compliance

- 1.1 Thank you for using the User App provided by Kinatico Compliance Pty Ltd (**we** or **us**). This User App, available on Android and iOS, allows **you**, an individual worker or candidate, to complete Requirements allocated by an organisation (our **Customer**) that is using the Kinatico Compliance software provided by us. The User App is provided to you free of charge.
- 1.2 Please read these Terms carefully.
- 1.3 *If you do not accept everything in these Terms, you should not complete the Requirement set by the Customer.*
- 1.4 *By proceeding to complete any Requirement, you are indicating that you have read, understood and agree to these Terms.*
- 1.5 All records in respect of your engagement with the Customer (as an employee or contractor) are kept by the Customer, not by you in the User App.
- 1.6 Please be aware that the performance of the User App may

vary from device to device, and may be affected by many things, including your location and the quality of your network connection.

2. Your data and your privacy

- 2.1 We will collect, store, use and disclose your personal information in accordance with the *Privacy Act 1988* (C'th). We have explained how we comply with the Privacy Act in our Privacy Policy. For more information, see [the Policy](#).
- 2.2 By using Kinatico Compliance you consent to our use of your personal information described in these Terms and our Privacy Policy.
- 2.3 We only store your personal information in the User App for the time needed for you to complete a Requirement.
- 2.4 Whilst a Requirement is in progress, the User App will store your personal information in volatile memory. Following completion of a Requirement, memory will be purged and your data containing your personal information will be deleted from the User App within 24 hours.

2.5 In completing a Requirement, you are choosing to share your personal information with the Customer that requested you to complete the Requirement. Data containing your personal information will be shared securely with the Customer, but we make no representations as to how the Customer may collect, store, use, disclose or otherwise deal with, your personal information.

2.6 You agree that we may use or disclose your personal information as required or authorised by Law.

2.7 You agree that we may also use or disclose your personal information a purpose related to or reasonably necessary for administration of the User App or your use of the User App.

3. Multiple Kinatico Customers

3.1 Once you have accepted these User App Terms, you may accept, respond to, and complete, Requirements from any number of Customers, using the same instance of the User App and the same login details.

3.2 As explained in clause 2 of these Terms, we do not store your personal information in the User App. Accordingly, if you are allocated Requirements by multiple Customers, it is likely that you will need to complete a separate identity check for each Customer.

4. Your use of the User App

4.1 Do not use the User App if you are under 15 years old. You must be at least 15 years old to use the User App.

4.2 To access the User App, you will need a reliable network connection. You are responsible for all internet access and network charges associated with your use of the User App.

4.3 You must not share your login details with anyone else. Keep your login details safe and secure so that no one else can access them. You must not permit anyone else to access or use the User App using your login details.

4.4 If you:

- (a) do not take reasonable steps to keep your login details secure, and someone else signs in to the User App as you; or
- (b) give your login details to someone else who then signs in as you,

then you are responsible for everything that person does using your login details.

4.5 You must not use the User App for any reason other than to complete a Requirement, or in any way other than as set out in these Terms. For example, you must not (nor attempt to):

- (a) resell, or make available, the User App to any third party or otherwise commercially exploit the User App;
- (b) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying

- algorithms on any part of the User App or the technology it uses;
 - (c) frame or mirror any part of the User App, or delete any attributions or legal or proprietary notices on the User App;
 - (d) monitor or copy the User App, or use any software (e.g. bots, scraper tools) to access, monitor or copy the User App or its contents, and not use the User App or its contents to build or inform a competitive product or service;
 - (e) undermine the security or integrity of our computing systems or networks or bypass any security measures in respect of the User App or any technology it uses;
 - (f) access or use the User App using automated means;
 - (g) use (or misuse) the User App in any way that may impair the functionality of the underlying systems or other technology that the User App uses, or impair the ability of any other user to access or use the User App;
 - (h) use the User App in a way that violates any third party's rights (including intellectual property rights) or privacy, or is objectionable or misleading;
 - (i) attempt to view, access or copy any material or data that you are not allowed to access, or any material or data that is not needed in order to use the User App in accordance with these Terms; or
 - (j) introduce or upload anything to our services that includes viruses or other malicious code.
- 4.6 You are responsible for complying with these Terms, and with all Laws (and with any other terms and conditions) that apply to your use of the User App.
- ## 5. Licence and IP Rights
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- 5.1 No part of the User App may be copied or imitated in whole or in part. No process, logo, graphic, sound or image from the User App may be copied or re-transmitted unless expressly permitted in writing by us. The information contained within the User App is also subject to the same copyright conditions and cannot be copied, imitated or used in whole or in part without our permission.
- 5.2 The name 'Kinatico' is our trademark.
- 5.3 We own all rights in the User App. The User App is licensed (not sold) to you.
- 5.4 By accepting these Terms, you are granted a limited, non-exclusive and revocable licence for you to use the User App for the purpose of interacting with Requirements allocated by Customers from within

Kinatico Compliance until your access is terminated.

5.5 We reserve all rights in and to the User App (including in respect of technology, trademarks and branding) that are not expressly granted to you under the licence in this clause.

5.6 If you provide us any feedback about the User App, we may use and disclose that feedback in accordance with our Privacy Policy.

6. Ending your use of the User App

6.1 You can stop using the User App at any time. You can terminate your account by uninstalling the User App.

6.2 Until you uninstall the Kinatico Compliance User App, a Customer may allocate you a Requirement at any time.

6.3 You are able to uninstall the User App at any time. However, be aware that if you wish to complete a Requirement allocated to you by a Customer, you will need to reinstall and open the User App, and re-complete your registration, including re-accepting these Terms.

6.4 Where we consider (acting reasonably) that you are in breach of these Terms, we may, with notice to the Customer terminate, suspend, restrict or disable your access to or use of the User App.

7. Our liability

7.1 The User App is provided 'as is' and 'as available'.

7.2 To the maximum extent permitted by Law, we exclude all express or implied warranties, guarantees and representations including any implied warranties of non-infringement, merchantability and fitness for a particular purpose.

7.3 To the extent permitted by Law, we do not warrant, nor do we accept responsibility for, the accuracy or legal compliance of the information provided to us by third parties.

7.4 To the extent permitted by Law, we are not responsible for the content or accuracy of your identity documents or credential information that you may upload through the User App.

7.5 To the extent permitted by Law, we will not be liable or responsible for the use of any information accessed using the User App or through the use of your personal information, whether by you or by anybody else.

7.6 The User App uses some technology and services that are provided by third parties. The technology may not always work as expected. To the extent permitted by Law, we are not responsible to you for the operation of those technologies, or for making sure they are error-free.

7.7 Your use of the User App is at your own risk.

7.8 To the maximum amount permitted by Law, in no event will either party (you or us) be liable for personal injury, or for any incidental, special, indirect or consequential damages whatsoever.

7.9 Some jurisdictions give you rights at Law that cannot be limited or excluded, and so some of the above limitations might not apply to you. In that case, those limitations apply only to the maximum extent permitted by law.

7.10 If we are liable to you under the Australian Competition and Consumer Act 2010 (C'th) or similar legislation, then (to the extent legally possible), we limit our liability under those provisions to (as we choose):

- (a) supplying the User App or any relevant services again; or
- (b) the payment of the cost of having the User App or relevant services supplied again.

8. Any changes

8.1 From time to time, we may decide to make changes to these Terms and/or the User App.

8.2 If we change these Terms, you will be notified when you next use the User App or begin to complete a Requirement. If you proceed to complete a Requirement after we have notified you of a change in these Terms, you will be deemed to have agreed to the amended Terms.

9. General

9.1 These Terms are governed by and construed under the Law in the State of Western Australia. You and we each irrevocably and unconditionally submit to the non-exclusive jurisdiction of any court in Western Australia.

9.2 The rights given to you under these Terms are personal and must not be assigned or transferred without our prior written consent.

10. Definitions (dictionary)

In these Terms, unless the context otherwise requires:

10.1 **Customer** means an organisation that is using the Services or Kinatico Compliance.

10.2 **Kinatico Compliance** means the software, owned or licensed by us from time to time as required and supplied by us to the Customer in order to perform the Services.

10.3 **Law** means all legislation, statutes, regulations, guidelines, codes, ordinances, local laws, by-laws, proclamations and decrees and other instruments made under legislation, binding orders, rules, permits, agreements and enforceable requirements of any government agency with and any rule or principle of common law and equity which the Customer and Supplier (as applicable) are legally required to comply and includes that law as amended, consolidated, re-enacted, replaced or applied to new or different facts.

10.4 **Privacy Policy** refers to the Kinatico privacy policy available at <https://kinatico.com/privacy-policy/>, as amended from time to time.

10.5 **Requirement** means an acknowledgement, survey, form or verification allocated to an

employee, contractor or employee of a contractor by a Customer using Kinatico Compliance.

a Customer who is using Kinatico Compliance.

10.6 **Services** means the services provided by Kinatico Compliance to

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	Lowered minimum age to from 16 to 15; changes in nomenclature.