

Schedule 10

Authorised Admin Terms

About this Schedule

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

1. Application of these Terms	2. Your information and your privacy
1.1 Kinatico Compliance is a web application provided by Kinatico Compliance Pty Ltd (we or us) That assists an organisation (Customer) to simplify the management and visibility of its workforce compliance.	2.1 In registering you as an Authorised Admin, we will ask for and collect your personal information.
1.2 You have been nominated by a Customer to be either a System Owner, System Admin, System Member or Viewer (each an "Authorised Admin") of Kinatico Compliance, which means you are authorised to act on behalf of the Customer.	2.2 We will collect, store, use and disclose your personal information in accordance with Privacy Law. We have explained how we comply with the Privacy Act in our Privacy Policy. For more information, see this link to our Privacy Policy .
1.3 This Schedule records the terms and conditions upon which you will have access to Kinatico Compliance on behalf of the Customer (Terms).	2.3 By using Kinatico Compliance you consent to our use of your personal information described in these Terms and our Privacy Policy.
1.4 Please read these Terms carefully.	2.4 We may also share your personal information with the Customer that nominated you to become an Authorised Admin. Your personal information will be shared securely with the Customer, but we make no representations as to, nor are we responsible for, how the Customer collects, stores, uses, discloses or otherwise deals with, your personal information.
1.5 If you do not accept these Terms, you should not proceed to complete your registration as an Authorised Admin of the Customer.	2.5 You agree that we may use or disclose information about you or your use of Kinatico Compliance to
1.6 By proceeding to register as an Authorised Admin, you are indicating that you agree to these Terms.	

any regulatory authority or where required or authorised by Law.

- 2.6 You agree that we may also use or disclose your personal information for purposes related to or reasonably necessary for our administration of Kinatico Compliance or the Services.

3. Your use of Kinatico Compliance

- 3.1 Do not use Kinatico Compliance if you are under 15 years old. You should be at least 15 years old to use Kinatico Compliance.
- 3.2 To access Kinatico Compliance, you will need a reliable network connection. The Customer is responsible for all internet access and network charges associated with your use of Kinatico Compliance.
- 3.3 You must not share your Kinatico Compliance login details with anyone else. Keep your login details safe and secure so that no one else can access them.
- 3.4 You must not permit anyone else to access or use Kinatico Compliance using your login details.
- 3.5 If you:
- (a) do not take reasonable steps to keep your login details secure, and someone else signs in to Kinatico Compliance using your login details; or
 - (b) give your login details to someone else who then signs in using your login details,

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

- 3.6 You must not use Kinatico Compliance for any reason other than to access the Services, or in any way other than as set out in these Terms. For example, you must not (nor attempt to):

- (a) resell or make Kinatico Compliance available to any third party, or otherwise commercially exploit Kinatico Compliance;
- (b) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying algorithms on any part of Kinatico Compliance or the technology it uses;
- (c) frame or mirror any part of Kinatico Compliance, or delete any attributions or legal or proprietary notices on Kinatico Compliance;
- (d) monitor or copy Kinatico Compliance, or use any software (e.g. bots, scraper tools) to access, monitor or copy Kinatico Compliance or its contents, and not use Kinatico Compliance 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 Kinatico Compliance or any technology it uses;

- (f) access or use Kinatico Compliance using automated means;
- (g) use (or misuse) Kinatico Compliance in any way that may impair the functionality of the underlying systems or other technology that Kinatico Compliance uses, or impair the ability of any other user to access or use Kinatico Compliance;
- (h) use Kinatico Compliance 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 you don't need in order to use Kinatico Compliance in accordance with these Terms; or
- (j) introduce or upload anything to our services that includes viruses or other malicious code.

3.7 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 Kinatico Compliance.

4. **Licence and IP Rights**

- 4.1 No part of the Kinatico Compliance app may be copied or imitated in whole or in part. No process, logo, graphic, sound or image from the app may be copied or re-transmitted unless expressly permitted in writing by us. The information contained within Kinatico Compliance is also subject to the same copyright conditions and cannot be copied, imitated or used in whole or in part without our permission.
- 4.2 The name 'Kinatico' is our trademark.
- 4.3 We own all rights in Kinatico Compliance. Kinatico Compliance is licensed (not sold) to you.
- 4.4 By accepting these Terms, you are granted a limited, non-exclusive and revocable licence for you to use Kinatico Compliance for the purpose of interacting with Requirements allocated by Customers from within Kinatico Compliance until your access is terminated. Access to some features may be based on the Services and features that have been agreed between us and the Customer.
- 4.5 We reserve all rights in and to Kinatico Compliance (including in respect of technology, trademarks and branding) that are not expressly granted to you under the licence in this clause.
- 4.6 If you provide us any feedback about Kinatico Compliance, we may use and disclose that feedback in accordance with our Privacy Policy.

5. Supplier's liability

- 5.1 Kinatico Compliance is provided 'as is' and 'as available'.
- 5.2 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.
- 5.3 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.
- 5.4 We are not responsible for the content or accuracy of documents or information that you may upload through Kinatico Compliance.
- 5.5 To the extent permitted by Law, we will not be liable or responsible for the use of any information accessed using Kinatico Compliance or through the use of your information, whether by you or by anybody else.
- 5.6 Kinatico Compliance uses some technology and services that are provided by third-parties. The technology may not always work as expected. As with the other aspects of Kinatico Compliance, we are not responsible to you for the operation of those technologies, or for making sure they are error-free.
- 5.7 Your use of Kinatico Compliance is at your own risk.
- 5.8 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

- 5.9 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.
- 5.10 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 Kinatico Compliance or any relevant services again; or
 - (b) the payment of the cost of having Kinatico Compliance or relevant services supplied again.

6. Any changes

- 6.1 From time to time, we may make changes to these Terms and/or the Services made available to you through Kinatico Compliance.
- 6.2 If we change these Terms, you will be notified when you next use Kinatico Compliance. If you continue to use Kinatico Compliance after we have notified you of a change in these Terms, you will be deemed to have agreed to the amended Terms.

7. General

- 7.1 The Customer can end your access to Kinatico Compliance at any time.

You can terminate your account by contacting us.

- 7.2 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 Kinatico Compliance.
- 7.3 These Terms are governed by and construed under the Law in the State of Western Australia. You and Supplier each irrevocably and unconditionally submit to the non-exclusive jurisdiction of any court in Western Australia.
- 7.4 The rights given to you under these Terms are personal and must not be assigned or transferred without our prior written consent.

8. Definitions and Interpretation

- 8.1 Unless the context otherwise requires, all terms used in this Schedule that are defined in the Master Services Agreement bear the meaning ascribed in the Master Services Agreement.
- 8.2 In these Terms, unless the context otherwise requires:
- (a) **Customer** means an organisation that is using the Services or Kinatico Compliance.
- (b) **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.

- (c) **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.

- (d) **Privacy Policy** refers to Kinatico's privacy policy available at <https://kinatico.com/privacy-policy/>, as amended from time to time.

- (e) **Requirement** means an acknowledgement, survey, form or verification allocated to an existing or prospective employee, contractor or employee of a contractor by a Customer using Kinatico Compliance.

- (f) **Services** means the services provided by Kinatico Compliance to a Customer who is using Kinatico Compliance.

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.