

PAYME

GENERAL TERMS AND CONDITIONS

1 INTERPRETATION

1.1 Definitions

In this Agreement, unless the context requires otherwise:

Agreement means:

- (a) these general terms and conditions; and
- (b) the Webform that You complete and submit to PayMe;

Business Day means a day that is not a Saturday, Sunday or a bank or public holiday in the Australian Capital Territory;

Claim means all or any action, debt, cost, expense, claim, demand, liability, judgment or order either at law or in equity or arising out of the provisions of any statute, award, order or determination;

Commencement Date means the date on which PayMe tells You that it has accepted your offer to enter into the Agreement;

Engagement means any engagement in connection with the work that You provide for or at the direction of the Recruitment Company;

Expiry Date means the date on which the Recruitment Contract terminates;

Fee means the fee PayMe will deduct from your payment for our services;

Gross Remuneration means the Payments less:

- (a) amounts equal to statutory superannuation contributions and all other employment related benefits and payments; and
- (b) any other amounts that must be deducted from the Payments under the terms of the Recruitment Contract and by law in respect of Your circumstances;

Net Remuneration means the Gross Remuneration less the Fee;

Overpayment means any payment You receive in respect of pay, salary, reimbursement, allowance, leave or benefit to which You are not entitled under the terms of the Recruitment Contract or by law, whether that payment is by accident, mistake or otherwise;

Pay Period means the specified timeframe or interval specified in the Recruitment Contract as the period in respect of which You are to be paid;

Payments means the total sum of monies that PayMe receives for a Pay Period in relation to the Engagement excluding any amount it receives on account of reimbursements to be paid to You in relation to the Engagement;

Personal Information has the meaning given to that term in the Privacy Act;

Privacy Act means the *Privacy Act 1988* (Cth), as amended from time to time;

Recruitment Company means the recruitment company that You identify in the 'Recruitment Details' section of the Webform;

Recruitment Contract means any contract between You and the Recruitment Company, as renewed or amended from time to time;

Related Body Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth), as amended from time to time;

Sensitive Information has the meaning given to that term in the Privacy Act;

Term means the period between the Commencement Date and the Expiry Date;

Webform means the 'Join PayMe Online' form that You access at www.payme.com.au and complete and submit to PayMe when You select the option 'I agree to the PayMe General Terms and Conditions' and click 'Submit';

Website means www.payme.com.au; and

You means the person identified in the 'Personal Details' section of the Webform completed and submitted by You;

1.2 General Interpretation

In this Agreement, unless expressed to the contrary:

- (a) headings and bolding are for convenience only and do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and vice versa;
- (c) if a word or phrase is defined, cognate words and phrases have corresponding definitions;
- (d) a reference to:
 - (i) a clause or paragraph refers to a clause or paragraph of this Agreement;
 - (ii) a person includes a firm, unincorporated association, corporation, partnership or a government or statutory body or authority;
 - (iii) a person includes its legal personal representatives, successors and assigns;
 - (iv) a party includes that party, its successors, permitted assigns, receivers, administrators, executors, substitutes and liquidators;

- (v) any document includes a reference to that document as amended, rectified or replaced from time to time and to any document so amending, rectifying or replacing the document;
- (vi) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (e) where a term is assigned a particular meaning, other grammatical forms of that term have a corresponding meaning; and
- (f) the meaning of a general word or phrase is not limited by specific examples introduced by 'including', 'for example' or similar expressions.

2 ENGAGEMENT AND TERM

- 2.1 By selecting the option '*I agree to the PayMe General Terms and Conditions*' on the Webform and submitting the completed Webform, You irrevocably offer to enter into the Agreement with PayMe and agree to be bound by its terms.
- 2.2 You warrant and represent to PayMe that all information You provide in the Webform is true, accurate and complete in all respects and is not misleading in any way.
- 2.3 The Agreement only comes into force and effect when PayMe tells You that it accepts your offer to enter into the Agreement.

3 ACKNOWLEDGMENT AND AUTHORISATION

- 3.1 By entering into the Agreement, You acknowledge and agree to provide PayMe with all necessary information to enable PayMe to enter into an agreement with the Recruitment Company in accordance with clause 3.4.
- 3.2 You must comply with all reasonable requirements and requests made by PayMe about the Recruitment Company and the Engagement, including to:
 - (a) provide PayMe with such information as it reasonably requires in relation to, or incidental to, the Engagement;
 - (b) provide PayMe with timesheets approved by the Recruitment Company or any other person that may approve timesheets for each Pay Period of the Engagement;
 - (c) notify PayMe as soon as possible, and in any event, within two (2) Business Days of the day upon which You receive an Overpayment; and
 - (d) repay any Overpayment to PayMe as soon as possible, and in any event, within fourteen (14) Business Days of the day upon which You receive an Overpayment. You acknowledge and agree that if you do not repay any Overpayment in accordance with this clause 3.2(d):
 - (i) PayMe may commence legal proceedings against you to recover the Overpayment during or after the Term; and

- (ii) if PayMe is successful in those proceedings, it may also recover legal costs it has incurred in relation to those proceedings from You.

3.3 By entering into the Agreement, You irrevocably consent to, and authorise, PayMe and any of its agents, employees or contractors to:

- (a) contact and liaise with the Recruitment Company about the Engagement during the Term;
- (b) enter into an agreement with the Recruitment Company in accordance with clause 3.4; and
- (c) deduct any Overpayment from the Net Remuneration by way of instalments over one or more Pay Periods at PayMe's discretion.

3.4 Subject to PayMe entering into an agreement with the Recruitment Company (and that agreement remaining on foot) in relation to the Engagement, PayMe will:

- (a) receive the Payments from the Recruitment Company;
- (b) deduct the Fee from the Payments in accordance with clause 4.1; and
- (c) subject to You complying with clause 3.2 above, pay you the Net Remuneration within the later of:
 - (i) two (2) Business Days after each Pay Period; or
 - (ii) two (2) Business Days after receipt of the Payment from the Recruitment Company.

3.5 Notwithstanding clause 3.4, You acknowledge and agree that if the Recruitment Company fails to make any Payments to PayMe:

- (a) PayMe is not liable to pay You the Net Remuneration;
- (b) PayMe will make all reasonable enquiries of the Recruitment Company to recover the Payment/s owing; and
- (c) PayMe will advise You within seven (7) Business Days of the Recruitment Company's failure to pay.

4 FEE

4.1 Subject to PayMe entering into the agreement referred to in clause 3.4 above:

- (a) You agree to pay the Fee to PayMe; and
- (b) You acknowledge and agree that PayMe can deduct the amount of the Fee from the Payments.

4.2 In consideration for the Fee, PayMe will periodically provide You with information relating to tax reduction and access to novated leasing services throughout the Term.

- 4.3 If directed by PayMe, You must provide a written authority and/or direction to the Recruitment Company authorising PayMe to receive the Payments.

5 EXCLUSIVITY

You acknowledge and accept that this is an exclusive Agreement and You warrant that You will not authorise any other person to do any of the acts referred to in clause 3.3 above during the Term.

6 LIMITATION OF LIABILITY

- 6.1 You agree that to the extent permitted by law:

- (a) if PayMe breaches the Agreement in any respect its total liability to You for damages for any such breach is limited to the total of all unpaid amounts payable under the Agreement on or before the date upon which the breach occurred; and
- (b) PayMe is not responsible or liable for any indirect, special, punitive, exemplary, incidental or consequential losses or damages of any kind, including:
 - (i) loss or deferment of any revenue, profit or anticipated profit; or
 - (ii) loss or deferment of any opportunity to derive revenue or profit.

7 INDEMNITY

- 7.1 You agree to indemnify PayMe and keep PayMe indemnified against all loss, liability, cost and expense incurred by PayMe (including legal costs on a solicitor and own client basis) as a result of any Claim arising from Your failure to perform the terms of the Agreement.
- 7.2 This clause survives termination of the Agreement.

8 TERMINATION

- 8.1 Subject to certain rights or remedies that cannot be excluded by law, the Agreement cannot be terminated except as expressly provided in the Agreement.
- 8.2 The Agreement will terminate immediately at the end of the Term.
- 8.3 PayMe may terminate the Agreement at any time during the Term by giving You twenty-eight (28) days' written notice.
- 8.4 PayMe may terminate the Agreement following a breach of your obligations under the Agreement:
- (a) immediately and without notice to You where that breach is incapable of remedy; or
 - (b) where that breach is capable of remedy by giving You written notice of termination in circumstances where:

- (i) PayMe has given You a written notice requiring You to remedy that breach; and
- (ii) You have failed to remedy that breach to the reasonable satisfaction of PayMe within twenty (20) Business Days.

8.5 If PayMe terminates the Agreement in accordance with clause 8.4, You must pay PayMe an amount equal to the Fee that would be payable in accordance with clause 4.1 for the remainder of the Term within ten (10) Business Days after the date of termination.

8.6 Upon termination of the Agreement:

- (a) PayMe must pay You all monies that it owes to You under the Agreement up to the date of termination within twenty (20) Business Days after the date of termination; and
- (b) You must immediately pay to PayMe all monies that You owe to it under the Agreement up to the date of termination.

9 PRIVACY

By entering into the Agreement, You agree:

- (a) that PayMe, its agents, employees and any Related Body Corporate may hold and process your Personal Information for legal, personnel, administrative and management purposes, and in particular it and they may hold and process any Sensitive Information; and
- (b) to the extent permitted by law and without limiting your rights under the Privacy Act, that PayMe can transfer your Personal Information to its agents, employees, any Related Body Corporate or any third party.

10 NO-SET OFF OR WITHHOLDING OF PAYMENT

You must not attempt to offset any alleged entitlement against any monies owing by You to PayMe under the Agreement and must not withhold payment by reason only that You claim any alleged entitlement.

11 NO WAIVER

- 11.1 A party does not waive a right, power or remedy if it fails or delays in exercising the right, power or remedy.
- 11.2 A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy.
- 11.3 Any waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

12 GOVERNING LAW

The Agreement is governed and construed in accordance with the laws of:

- (a) The Australian Capital Territory; and
- (b) the Commonwealth of Australia,

and the parties submit themselves to the exclusive jurisdiction of the courts of those jurisdictions and those that have jurisdiction to hear any appeals from them.

13 ENTIRE AGREEMENT

The terms of the Agreement and any other written document expressly incorporated into the Agreement by the Agreement constitute the entire agreement between the parties.

14 SEVERABILITY

If any provision of the Agreement is void, voidable by any party, unenforceable or illegal in any jurisdiction it shall be read down so as to be valid or enforceable, or if it cannot be so read down, the provision (or where possible the offending words) will be severed from the Agreement without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of the Agreement which will continue in full force and effect.