# US Service Terms

Terms and Conditions — ShiftCare App, United States

ShiftCare Inc.

## How do you agree to these terms and conditions?

In order to use the ShiftCare App, you must become a user by completing the registration process. In doing so, you agree to comply with these terms and conditions.

It is important that you read and understand them. If you do not agree to comply with these terms and conditions, please exit here www.shiftcare.com. If you exit you will not be allowed to use the ShiftCare App.

If you agree to comply, you agree that nothing in these terms and conditions is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us, or between you and any other user. We cannot bind each other in any way.

## What are your responsibilities?

You promise that your registration details are true, accurate and complete when you submit them and that you will keep them up to date.

You cannot transfer your registration to another user.

You are solely responsible for maintaining the security of your account and any use of the ShiftCare App that occurs in conjunction with your username and password.

You must keep your password secure and not let any other person use your username or password. If you realise there is any unauthorised use of your password or any breach of security you need to let us know immediately.

You must comply with any acceptable use or other policy published by us on the ShiftCare App.

You must not:

- attempt to gain unauthorised access to computer systems or content through the ShiftCare App;
- use a false email address, impersonate others or misrepresent your affiliation with others;
- interrupt or attempt to negatively impact or alter the operation of the ShiftCare App in any way;
- use the ShiftCare App or any of the materials made available through the ShiftCare App in a way that violates applicable laws, that violates the intellectual property or other rights of us or others, or that is fraudulent, obscene, unprofessional, offensive, misleading or defamatory; or
- modify, reproduce, display, publish, distribute, copy, transmit, perform, license, create derivative works from, transfer, or sell or resell any information, content, software, or materials obtained from or made available through the ShiftCare App, other than in accordance with these terms and conditions.

## What are our responsibilities?

We are responsible for ensuring that the ShiftCare App is suitable for the purposes for which it is made available to you and providing our services with reasonable skill and care.

We will, to the best of our ability, ensure the ShiftCare App is available for at all times but are not responsible if you are not able to access the ShiftCare App as a result of (i) us undertaking preventative or remedial maintenance or (ii) as a result of circumstances beyond our control.

## Refund Policy

We do not offer refunds for any payments made. You may cancel your subscription at any time, and no further charges will apply for subsequent billing periods. You will remain responsible for all fees and charges incurred during the current billing period, whether on a monthly or annual plan. Upon cancellation, you will retain access to your account and services until the end of the current paid billing period. Any outstanding SMS charges will be due and payable immediately upon cancellation of your account.

## Hyperlinks

The ShiftCare App may from time to time contain links to other websites. These are provided for convenience only. We have no control over or responsibility for anything on those websites. Any link to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products that they provide.

## Who owns the content on the ShiftCare App?

We own or are the licensee of all the content available on the ShiftCare App. This includes (i) the design, compilation and look and feel of the ShiftCare App; (ii) data stored on the ShiftCare App; and (iii) copyright, trademarks, designs and other intellectual property appearing on the ShiftCare App.

If you believe that any content on the ShiftCare App violates these terms and conditions or the intellectual property rights of any person, please notify us as soon as possible by sending an email to info@shiftcare.com.

## How will your information be handled?

When you become a user of ShiftCare, you may provide us with some personal information. Rest assured, we are committed to safeguarding all data entrusted to us and use strict data protection measures to secure your information. Our Privacy Policy details our approach to data handling, forming an integral part of these terms.

Our dedicated team and trusted contractors manage this information only as required to support the functionality of the ShiftCare App, with rigorous protocols to maintain confidentiality and security. Additionally, if you access any confidential information about ShiftCare or other users within the app, you agree to keep this information strictly private. At ShiftCare, we are dedicated to protecting your data, ensuring privacy, and upholding confidentiality at every step.

## Do we monitor your use of the ShiftCare App?

We reserve the right to monitor your use of the ShiftCare App for the purpose of making sure that the ShiftCare App is functioning as we intended and that you are complying with these terms and conditions.

# AI Features and Data Processing

## 1. Overview

ShiftCare offers AI-powered features as part of the Service (collectively, "AI Features"). These features include, but are not limited to, automated note classification, Smart Notes suggestions, and Smart Match functionality. The use of AI Features is subject to the additional terms set out in this section, which supplement and form part of your agreement with ShiftCare.

## 2. AI & Data Usage Policy

ShiftCare's AI & Data Usage Policy (https://shiftcare.com/ai-data-usage-policy) ("AI Policy") forms part of these Terms and Conditions and is incorporated by reference. The AI Policy sets out in full:

2.1 How AI Features process, handle, and store your data;

2.2 The sub-processors ShiftCare engages in connection with AI Features;

2.3 Data flow diagrams, encryption standards, and retention periods applicable to AI processing;

2.4 Regional data processing arrangements and applicable cross-border transfer safeguards; and

2.5 The legal framework under which AI Features are provided in each jurisdiction in which ShiftCare operates.

By enabling or using any AI Feature, you confirm that you have read and agree to the AI Policy. In the event of any conflict between the AI Policy and these Terms and Conditions, the AI Policy shall take precedence in respect of matters relating to AI data processing.

## 3. AI Data Controls & Transparency

ShiftCare provides customers with granular controls over the use of AI Features. A full description of available controls is set out on our AI Data Controls & Transparency page (https://shiftcare.com/ai-data-controls). These controls include:

3.1 A master toggle to enable or disable all AI Features across your organisation;

3.2 Individual feature-level toggles, allowing specific AI capabilities to be enabled or disabled independently;

3.3 Model training opt-out controls, which are independent of feature availability; and

3.4 Access to AI processing logs and audit trails applicable to your account.

Disabling AI Features through the controls described above does not affect access to ShiftCare's core platform functionality.

## 4. Data Processing for AI Features

In providing AI Features, ShiftCare acts as a data processor on your behalf. Processing is carried out in accordance with the AI Policy and, where applicable, any Data Processing Agreement (DPA) executed between you and ShiftCare. The following principles apply to all AI processing:

4.1 Your data will not be used to train, fine-tune, or otherwise improve AI models without your explicit consent.

4.2 AI processing is limited strictly to the features you have enabled.

4.3 All AI-generated content is clearly labelled and distinguishable from source data.

4.4 ShiftCare engages only trusted sub-processors who meet strict security and compliance standards and who are contractually restricted from using your data for any purpose beyond the delivery of ShiftCare's services.

### 5. Regional Data Processing Arrangements

Data processing for AI Features varies by customer region. Australian customer data is processed in Australia, with no cross-border transfers. For customers in the United Kingdom, data may be processed in Australia and is subject to an International Data Transfer Agreement (IDTA) or UK Standard Contractual Clauses (SCC) Addendum, which forms part of your DPA. For customers in Canada, data may be processed in the United States or Australia; cross-border processing is disclosed and protected by appropriate contractual safeguards. For customers in the United States, data is processed in compliant, secure cloud infrastructure. Full details of regional processing arrangements, applicable transfer mechanisms, and your rights in each jurisdiction are set out in the AI Policy.

### 6. Availability and Changes

ShiftCare reserves the right to modify, suspend, or discontinue any AI Feature at any time, with reasonable notice where practicable. ShiftCare will notify customers of any material changes to the AI Policy or to the sub-processors engaged in connection with AI Features, with no less than 30 days' prior written notice unless a shorter period is required by law or for security reasons. Continued use of AI Features following such notice constitutes acceptance of the updated terms.

## How can these terms and conditions be terminated?

Your right to use the ShiftCare App will continue until it is terminated by either the Company or us.

We will terminate your right to use the ShiftCare App if the commercial arrangements between us or the Company come to an end.

We also reserve the right to suspend or terminate your access rights if, at any time, you breach these terms and conditions.

You may terminate your registration with the ShiftCare App by closing your account.

## Who can be held liable if things go wrong?

We are not responsible for, and you release us from liability arising out of or in connection with, your use of information found on the ShiftCare App. We accept no liability for any loss caused in whole, or in part, by your misuse, abuse or improper application of the ShiftCare App.

We exclude liability for any of these things incurred by you: loss of revenue, loss of profit, loss of goodwill, loss of customers, loss of capital, damage to reputation, loss in connection with any other contract, loss of data, or indirect, consequential or special loss, damage or expense.

To the full extent permitted by the law of Australia, our liability for our breach of any guarantee, condition or warranty is limited to the total fees paid by you or the Company to use in the 12 months before liability accrued.

## Do consumer laws form part of these terms and conditions?

In some places there may be non-excludable warranties, guarantees or other rights, which we do not exclude, restrict or modify in these terms. Except for non-excludable consumer guarantees, we are bound only by the

express promises made in these terms. Our liability for breach of a non-excludable consumer guarantee is limited, at our option, to replacing or paying the cost of replacing the relevant item or service, (unless the non-excludable consumer guarantee says otherwise).

## How are notices to be sent?

Any notice you send us must be sent via email to support@shiftcare.com. Any notice we send to you will be emailed to the email address linked to your subscription account.

## What about feedback?

If you wish to make any comments (good or bad) about the ShiftCare App or your experience as a user of the ShiftCare App please do so by sending an email to support@shiftcare.com.

## Will these terms and conditions ever change?

We may change these terms at any time and, if we make changes, we will take reasonable steps to let you know about the changes. However, you should also keep track of whether changes have been made to this policy by referring to the date of publication at the end of this page.

If you use the ShiftCare App following any amendment to these terms and conditions you will be taken to have agreed to comply with the terms and conditions as changed. If you do not agree with changes to the terms and conditions, you can close your account.

## What laws apply to these terms and conditions?

The laws of New South Wales govern these terms and you submit to the jurisdiction of the courts of New South Wales for the resolution of any dispute related to these terms and conditions.

If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary, the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

1 November, 2015