



MEMBERSHIP TERMS & CONDITIONS

INCLUDING CREW CONTRACT

(AUSTRALIA) - Updated 15 November 2022

1. OVERVIEW

1.1 The Shootzu mobile phone app or website ("The Platform"), owned and operated by Turbo Productions Pty Ltd, ABN 18 150 556 102 ("Shootzu", "the Zu", "us" or "we") is a Platform for videography and photography professionals, specialising in various industries who capture, or edit video and photo products who are job seekers ("Crew"), which could include creating photo and video inputs for prospective hirers ("Business Users").

1.2 As the context requires "Members", "users" or "you" includes both Business Users and Crew.

1.3 These Terms constitute a legal document that is an agreement between you and Turbo Productions Pty Ltd. By registering as a Member and using the Platform, you agree that these Terms will govern both your Membership and the use of the Platform each time you use the Platform. If you do not wish to be bound by these Terms, or if you are in any way unsure about your ability to comply with these Terms, then you must not become a Member.

1.4 By registering as a Member and using the Platform, you confirm that you are not prohibited or limited in any way from participating in the Shootzu Platform by any contract (e.g. employment, confidentiality, or non-disclosure agreements).

1.5 These Terms of Membership in Shootzu supersede all prior versions of the Terms previously in effect between Shootzu and you. Your use of the Platform following the Terms being amended with any changes and the amended Terms being published to the Platform constitutes your acceptance of those amended Terms.

1.6 These Terms apply to all activities conducted on the Platform, and all activities as a result of booking a Job via the Platform (see section 5).

1.7 Your participation in a Job is always at your discretion. Shootzu makes no representation regarding the frequency, quantity, or type of Job Briefs posted or in which you will be chosen as Crew. Shootzu is not your agent, representative, or manager.

1.8 At all times you provide your services as an independent contractor and not in the capacity of an employee, partner or agent or in any other capacity. As Crew, you agree that neither Shootzu nor the Business User will be obliged to provide you employment benefits based on your participation in the Platform, or your acceptance of Job Offers.

1.9 At all times during your use of the Shootzu Platform, you agree to act in good faith, in a professional manner, to the best of your ability, and in accordance with these Terms and all applicable laws and regulations. You agree that Shootzu is not responsible for the conduct of any Member, and that you are solely responsible for any direct or indirect relationships, and communications, with other Shootzu Members.

1.10 At all times, you are responsible for ensuring that your computer system or mobile device (as applicable) is up to date and is capable of running the Shootzu Platform.

1.11 United States Members: *Please note as at 16 March 2020, Shootzu no longer offers its membership services in the United States of America.*

1.12 New Zealand Members: *Please note as at 1 October 2020, Shootzu no longer offers its membership services in New Zealand.*

2. MEMBERSHIP ENTITLEMENTS

As a Verified Shootzu Member you will be entitled to the following:

2.1 Ability to set up a Profile, nominate your Areas of Expertise and showcase your portfolio and work style for Business Users and Crew as the context requires.

2.2 As a Business User, ability to post different types of projects (“Jobs”), which will be published and sent via electronic means (“Push Notifications”) to eligible Crew to assist in finding a compatible Crew Member. Ability to send Job offers to one applicant at a time.

2.3 As Crew, ability to search and apply for different types of projects (“Jobs”), based on Areas of Expertise, and other activities as defined from time to time. Ability to accept an offer made by a Business User, and receive payment for this Job via the Platform.

2.4 Ability to rate your Crew or Business User experience based on your interactions. This will be shared with other Members in assisting them to make future Crew decisions.

2.5 Access to leads, allowing you access to direct job leads and client info posted by the general public.

2.6 Discounted tickets to local events, or access to Member only events and access to exclusive offers from our sponsors and partners.

2.7 Shootzu Protect

By being an active Member, you are enrolled into Shootzu Protect.

Shootzu Protect includes:

2.7.1 on-time, secure payments through established third party payment gateway(s).

2.7.2 *Note effective 5 October 2020 for all new Jobs hired via the platform, insurances are no longer provided as part of Shootzu Protect (see 7.3.4). It is the responsibility of the Hiring Business and Crew to have the required insurances before posting or accepting a Job via the Platform.*

2.7.3 in-built live chat messaging system direct to Shootzu Support

2.7.4 Crew Agreement (see Section 5), and

2.7.5 Crew Payments in the event of cancellation through no fault of the Crew (see 5.B.1.4.3).

2.7.6 As part of Shootzu Protect, to protect Crew and to secure the services of Crew for a Job Date, the Business User must pay a 50% retainer on the total Crew Payment, at the time of Job Offer, and 50% remaining balance 14 days prior to the Job Date. In the event the Job Date is within 14 days of the Job Offer, the Business User must pay 100% of the total Crew Payment at Job Offer. Crew Payments will not be released to Crew until the Job has been completed, and within 7 days of Job Completion, except in the event of Job cancellation (see 5.B.1.4.3).

2.7.7 As a Business User, you agree not to offer payment terms at below the minimum wage, and Shootzu in its sole discretion reserves the right to reject Jobs or request you to amend elements of the Job that do not comply with these Terms.

2.7.8 As part of Shootzu Protect, you agree that Crew Payments associated with a Job Brief must be made through the Platform and that you will process Crew Payments through the third party payment gateways available in the Platform. Currently, these third party services are Stripe, and Shootzu makes no representation or warranty as to their services. By using the Platform, you agree to Shootzu and the third party service provider sharing any instructions or information required to process the payment. As part of Shootzu Protect, Crew Payments are processed to the Shootzu Platform through “Stripe” for credit card payments. Credit card details will be stored with Stripe and card details and related personal information will not be accessible by anyone other than Stripe. You agree to adhere to Stripe’s services agreement and privacy policy located at <https://stripe.com/au/legal>.

2.7.9 Shootzu charges Service Fees for Members posting and accepting Jobs on the Platform which incorporates the third payment fees on all Crew Payments.

For Business Users, the Shootzu Service Fee is 5% of the value of the Crew Payment, and includes the Payment Gateway Processing Fees, and any applicable taxes. For Business Users, this Service Fee will be added to your total payable amount when processing a Crew Payment (Crew Payment plus Shootzu Business User Service Fee).

For Crew, the Shootzu Service Fee is 2% of the value of the Crew Payment, and includes any applicable taxes. For Crew, the Shootzu Crew Service Fee is already incorporated into the Job Brief advertised rate: the hourly rate advertised will be the amount budgeted by the Business User minus the Shootzu Crew Service Fee. As Members, you acknowledge that you are solely responsible and liable for the fees and charges imposed on you by the Platform and any banking institution in processing any payment. The Shootzu Service Fee may change from time to time and you should check the current fee at www.shootzu.com/terms each time you post a Job.

2.7.10 As the Business User, you accept that you are not to hire outside of the Platform. Shootzu in its sole discretion reserves the right to remove Members that do not comply with these Terms. Furthermore, if you hire outside of the Platform, neither you nor your Crew will be covered by the Shootzu Crew Agreement (Section 5), Crew Payments through the Platform, and that you are solely responsible for the associated risks.

2.7.11 As Crew, you acknowledge that you will use the Platform to accept Jobs. Shootzu in its sole discretion reserves the right to remove Members that do not comply with these Terms. Furthermore, if you accept the Job outside of the platform, you should be aware of the associated risks. By accepting the Job Offer outside of the Platform, you accept that neither you nor the hiring business will be covered by the Shootzu Crew Agreement (Section 5), Crew Payments through the Platform, and that you are solely responsible for the associated risks.

Shootzu will not be held liable or responsible for any Job advertised on the Platform, but hired outside of the Platform.

2.8 Membership Policy

2.8.1 Effective 5 October 2020, Membership is at no additional cost, accessible at <https://app.shootzu.com>. It is your responsibility to be aware of the specific conditions of becoming a Member of Shootzu. You will have full access to the Platform, including posting or applying for unlimited Jobs. At anniversary of your Membership, unless you notify Shootzu of your intention to cancel your Membership, your Membership will automatically be renewed for a subsequent period.

2.8.4 Membership prices may change at any time without notice, and will be effective at Membership Renewal.

2.8.5 Membership Payment

If a Membership Payment is re-introduced, payment of the Membership fee will be in Australian Dollars (AUD). It is your responsibility to pay your Membership with a valid credit card.

2.9 Membership Cancellation

2.9.1 To cancel your Membership you must contact Shootzu in writing at support@shootzu.com at least 48 hours prior to your Membership anniversary date, or use the cancellation process within the settings page of your Shootzu account. This will cancel the automated renewal of your Membership.

2.9.2 Cancellation of Membership means you will have your Profile deleted. You will not be able to access the Shootzu Toolkit, and you will be removed from our Facebook Support group.

2.10 Refunds and Exchanges

2.10.1 Membership cannot be transferred to another person.

3. PRIVACY POLICY

Shootzu collects personal information directly from you and throughout your Membership in order to create and keep current a Member Profile, to verify your identity and validate your work, to connect Business Users with Crew Members, to invite you to participate in events, to facilitate payments and to provide you with our products and services. By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy. If you do not provide this information, we may not be able to provide our services to you, or provide you a level of customer service that you expect.

3.1 Disclosure of Personal Information

As disclosed in our [Privacy Policy](#), the information you provide may be shared with third parties that help us deliver our services (including information technology suppliers, CRM, organisations who are involved with or participating in a promotion, offer or competition, partners responsible for direct marketing communications about our services, and database systems, our finance partners, communication suppliers, and our business partners) or as required by law. Some of these third parties are located outside of Australia as documented in the Privacy Policy in the UK, Europe and India. We will, however, take reasonable steps to ensure that any overseas recipient will deal with such personal information in a way that is consistent with the Australian Privacy Principles.

4. SOCIAL MEDIA POLICY

4.1 Shootzu uses a number of social media platforms to communicate with our Members and the general public. Social media platforms include, but are not limited to: Facebook, Instagram, Youtube, and Pinterest. Some social media accounts are open to the public. We also have closed groups for the use of Shootzu Members Support only.

4.2 In accessing and using our social media pages and groups, you agree to the terms and conditions associated with the relevant social media channels. Shootzu reserves the right to remove Content or block users that violate these Terms without notice to you.

4.3 Our Platform or social media may contain links to websites operated by third parties. Those links may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

5. TERMS AND CONDITIONS

The Terms and Conditions are set out in two parts.

Part A specifically refers to setting up a Membership and the use of the Platform.

Part B is the Crew Agreement between Business User and Crew and is only applicable for those Members who successfully book a Job through the Platform. It specifically refers to the Terms and Conditions relating to successfully fulfilling the obligations of the Job.

5. PART A - MEMBERSHIP CREATION AND USE OF THE PLATFORM

5.A.1 Creating a Profile

5.A.1.1 In order to use the Platform, create Jobs, apply for Jobs, and accept Jobs, users must sign up to a Membership and create a Profile. You must be at least 18 years of age to create a Profile, and you must have a registered, valid Business Identification Number (ABN). All mandatory fields must be completed, and will include but not be limited to:

5.A.1.1.1 personal and business details, including your registered ABN and if you are registered for GST;

5.A.1.1.2 Contact details, including an email address and phone number; and

5.A.1.1.3 a Portfolio of your own original work where you hold the copyright or intellectual property rights, or have a licence to use the Job Deliverables you produced for the purpose of marketing your portfolio (including video footage, edited videos, or photos).

5.A.1.2 You agree to provide Shootzu with accurate and complete biographical information, including your original portfolio of work and to promptly update that information as it changes. If you refuse to complete all mandatory fields, Shootzu at its discretion may cancel your Membership request.

5.A.1.3 You must meet the minimum required Portfolio requirements (number of photos, videos, or other proof showcasing your work as required) to be accepted as a Member. This minimum requirement may change from time to time and will be specified as a prerequisite on the Platform.

5.A.1.4 You acknowledge that each Profile will be verified by Shootzu before it is published on the Platform (and that this verification process may take 1-2 business days). You agree to assist us with this process. Following this verification, we may send you a list of requisite issues to be fixed on your Profile. You will only receive one notification of this request and you are responsible for fixing these issues before we publish your Profile. In the event the fixes do not occur within 30 days, we reserve the right to delete the Profile from our Platform. We reserve the right to refuse or cancel a Profile for any reason in our sole discretion.

5.A.1.5 While you are a Shootzu Member you must maintain strict control of your Shootzu Profile, activity and Member email and password. Shootzu will not be liable for any loss or damage arising from not maintaining this strict control of your Profile.

5.A.1.6 When applying for a Job, you acknowledge and confirm that you are eligible to apply and you meet all criteria specified in the Job Brief by the Business User.

5.A.1.7 You acknowledge that depersonalised Job Briefs and depersonalised Profile information, such as Crew locations and Areas of Expertise may be shared publicly via social media channels or our public website as a form of marketing by Shootzu.

5.A.1.8 You agree that Shootzu is not responsible for, and does not endorse, any Content posted on the Platform by a Member.

5.A.2 Posting and applying for Jobs

5.A.2.1 Once a Profile is verified by Shootzu, the Profile will be activated. Members will be able to post Jobs, make Job Offers and book Crew for Jobs. The Platform allows Crew to search and apply for Jobs, and accept offers from Business Users for Jobs.

5.A.2.2 Other than in the case of additional hours identified on the Job Date, you agree that you will not create separate terms or payments with Shootzu Members outside the Platform. Doing so will void all benefits listed in Shootzu Protect (2.7).

5.A.2.3 As a Business User, you agree to add specific details in the Job Brief including the date of the Job, the location of the Job, and the number of hours, and budgeted amount of pay per hour, for the Job. You understand that if you post a Job Brief on the Platform but hire outside of the Platform, that neither you nor your Crew will be covered by Shootzu Protect, the Shootzu Platform Crew Agreement, and that you should be aware of the associated risks. Shootzu will not be held liable or responsible for any Job not hired and paid through the Platform (nor not covered by Shootzu Protect).

5.A.2.4 As a Business User, you agree not to offer payment terms at below the minimum wage, and Shootzu in its sole discretion reserves the right to reject Jobs or request you to amend elements of the Job that do not comply with these Terms.

5.A.2.5 Users will receive Push Notifications based on their Area of Expertise, and job location. If you do not wish to receive Push Notifications, it is your responsibility to disable this feature in your Profile preferences.

5.A.2.6 As Crew, you agree not to apply for a Job Brief that does not match your skillset, and not to accept any Job unless your Member Profile is accurate, complete, and current. You understand that Shootzu, Business Users, and any other third parties are entitled to rely on your Member Profile when offering you a Job.

5.A.2.7 As Crew, you understand that the Job Brief will include a Crew Payment (being the hiring business's budgeted amount minus the Shootzu Crew Service Fee). It is your responsibility to understand the inclusions and exclusions of Shootzu Protect. You understand that if you accept a Job Offer outside of the Platform, that neither you nor your Hiring Business, will be covered by the Shootzu Platform Crew Agreement, and that you should be aware of the associated risks. Shootzu will not be held liable or responsible for any Job not covered by Shootzu Protect.

Prior to a Job Offer acceptance, available jobs will be able to be searched by all Members.

5.A.2.8 Prior to a Job Offer acceptance, in the event critical information in a Job Brief needs to be amended (e.g. dates or location), or cancelled, it is the responsibility of the Business User to amend the Job Brief and republish it on the Platform.

5.A.2.9 Post Job Offer acceptance, the Job Brief is locked and only viewable by the successful Crew and the Business User and any amendments need to be agreed directly between the Crew and the Business User. Any cancellations or reduction of hours need to be advised at least 14 days prior to the Job date, and the request needs to be made to Shootzu Admin, who will amend the Job on the Platform.

5.A.2.10 Upon Job Completion, Shootzu will archive the Job Brief. Auto-archiving will occur for Job Briefs that are on the Platform which have not had any applications or Job Offers, but have passed the Job date.

5.A.3 Crew Payments

5.A.3.1 At Job Offer, to fund the Job, Shootzu will take preauthorisation through Stripe, of the Business User's credit card for 50% of the total budgeted amount of the Business User, plus the total Shootzu Service Fee payable by the Business User for the Job Brief. At Job Acceptance, payment is processed to the Shootzu Platform by Stripe to facilitate Crew Payment, and a receipt is issued.

5.A.3.3 If you have insufficient funds, the Payment Gateway will not allow you to proceed and your Job Offer will not be made to the Crew.

5.A.3.4 You agree to pay the applicable Shootzu Service Fee on the Crew Payment. The current Shootzu Service Fee is located at www.shootzu.com/terms

5.A.3.5 The remaining 50% will be charged 14 days prior to the Job Date.

5.A.3.6 As a Business User, you must have sufficient funds available in your account to pay the Crew Payment and any applicable Payment Gateway processing or other fees incurred by Shootzu in respect of the Crew Payment. We reserve the right to pass on, and invoice you separately for bank fees or credit card surcharges if there are insufficient funds available in the account from which you purport to make the Crew Payment.

5.A.3.7 All Crew hired through the Platform under Shootzu Protect agree and accept that the Crew Payment will be the amount specified in the Job Brief (which is the Business User budgeted amount minus the Shootzu Crew Service Fee). Crew are responsible for providing accurate financial details through the Platform, including your nominated banking details, and providing these promptly to Shootzu upon request to facilitate Crew Payments. Within Shootzu account settings, all users have the optional ability to save details relating to Payout Bank Accounts. This includes storing Name, BSB and Account Number which will be stored solely for the purposes of Shootzu administrators paying out funds to your nominated bank account. If you do not store this information within the platform, you can call Shootzu support on 1300 450 331 to request a manual payout over the phone once a job is completed. Failure to provide accurate financial details may result in a delay in your Crew Payments being processed. You are solely responsible for any delays due to failure to provide your current and accurate bank account details.

5.A.3.8 As a Business User, if you cancel a Job, or amend a Job, change Crew or repost a Job you will solely be responsible and liable for the Shootzu Service Fee and any third party service provider fees associated with either full refund, partial refund or additional charges incurred.

5.A.3.9 Seven days following Job Completion, and subject to the Business User and Crew both completing the mandatory Quality Rating process, and Crew confirming their banking details, the payment will be released from the Shootzu Platform to the Crew.

5.A.3.10 Business Users and Crew are solely responsible for applicable GST, if any, payable on amounts paid by or to you in respect of a Job.

5.A.4 Intellectual Property in using the Platform

5.A.4.1 Unless otherwise indicated, we own all Intellectual Property rights in the Shootzu Platform, including in respect of the Content, know-how, concept, process, code, formula, information and work product, copyright, patents, trademarks and other present and future intellectual property rights in the Shootzu Platform.

5.A.4.2 Where we use third party service providers, we license Intellectual Property rights for use on the Platform. As a Verified Shootzu Member, you are granted a licence to access the Platform and view the Content in accordance with these Terms and, where applicable, in accordance with the terms and conditions of our third party service providers.

5.A.4.3 Your use of the Shootzu Platform does not grant or transfer any Intellectual Property rights, title or interest to you.

5.A.4.4 Any copying or reproduction of this Platform or any part of the Content is prohibited, except to the extent permitted by law.

5.A.4.5 You agree to grant to Shootzu a royalty-free, perpetual, worldwide, irrevocable, unconditional, non-exclusive, transferable licence to use the Content you load onto your Shootzu Profile for marketing Shootzu and its services. You acknowledge that Shootzu will credit your images or footage in promoting Shootzu services, or promoting your participation in the Platform.

5.A.5 Lead Generation

5.A.5.1 Clients (who are not registered Members of Shootzu) have the ability to add job briefs (leads) seeking a photographer and/or videographer for their event. Shootzu Members can view basic details of a lead within the platform, with the ability to purchase a lead reveal.

All leads are validated via SMS One Time Passwords. Whilst steps to verify Clients details have been made, Members who purchase leads should conduct due diligence on Clients prior to entering into a direct contract with the Client.

Only 6 Shootzu Members will have the opportunity to reveal client details.

Client contact details will be revealed upon purchase of a Lead Reveal, charged at \$6.05, inclusive of GST to the credit card on file.

Once a lead reveal is purchased, full client contact details are displayed and emailed to the purchaser.

Once a lead reveal is purchased, it is the sole responsibility of the Member to propose services, fees, and portfolios to the Client directly in a timely manner. There will be no further interaction through the Shootzu Platform. A Member purchasing leads through the Platform understands that there is no guarantee that the job will be awarded to the Member.

Once the details have been revealed, it is up to the purchaser to pursue the lead.

Lead purchases are non-refundable.

5. PART B - THE CREW AGREEMENT

Part B is only applicable to Jobs hired through the Platform, and therefore covered by Shootzu Protect:

5.B.1 By accepting a Job Offer, as Crew you acknowledge you are entering into a direct agreement with the Business User and that you will be bound by the Crew Agreement, all deliverables specified within the Job Brief, the Crew Payment specified within the Job Brief and related Schedules, which form part of the Terms and Conditions.

5.B.1.2 Any associated Job Schedules (which cover detailed time, locations, and other service requirements) must be communicated to the crew member no later than 72 hours prior to the agreed date of the Job, including but not limited to, a run sheet of times and locations for the Crew to attend, any mandatory elements that need to be captured, and any specified equipment required.

5.B.1.3 In accepting a Job Offer, the Crew agrees to:

5.B.1.3.1 Not delegate any portion of your work to another person without the Business User's prior written consent.

5.B.1.3.2 In advance of the Job, the Crew will download the associated Job Schedules and will prepare all equipment and pre-work required to fulfil the Job Deliverables.

5.B.1.3.3 On the day of the Job, Crew will attend promptly and meet the requirements set out in the Job Brief at the time and location described in the Job Brief, and associated Schedules;

5.B.1.3.4 Within 7 days post completion of the Job, Crew must deliver Job Deliverables agreed in the Job Brief to the Business User, by electronic means, or portable storage device, including Raw Files;

5.B.1.4 For Business Users, in offering a Job, you agree that:

5. B.1.4.1 Once a Job Offer is accepted, it cannot be modified, or deleted on the Platform. Any changes will need to be manually requested through the Platform's support messaging service, and will be facilitated by Shootzu.

5. B.1.4.2 You will adhere to the Crew Payment terms of 50% retainer at Job Offer and 50% outstanding balance 14 days prior to the Job Date. In the event your Job Offer is made within 14 days of the Job Date, you will adhere to the Crew Payment terms of 100% at Job Offer.

5.B.1.4.3 If you, as a Business User, or your client cancels the accepted Job Offer through no fault of the Crew, and greater than 14 days before the Job Date, the Crew have the right to request the 50% retainer paid on Job Offer, and Shootzu will retain the Shootzu Business User Service Fee. If you as a Business User or your client reduces the hours required through no fault of the Crew, and within 14 days of the Job Date, the Crew can request to be paid the full amount as specified in the accepted Job Offer, and Shootzu will retain the Shootzu Business User Service Fee. If you, as Crew, cancel the Job through no fault of the Business User, you will also be liable for the Shootzu Crew Service Fee, which will be invoiced directly to the Crew for payment within 14 days (equal to the full 7% service fee covering both crew + business of the job total).

5.B.1.4.4 Upon receipt of the Job Deliverables, the Business User will complete the Job on the Platform, including providing a Quality Rating of the Crew's performance.

5.B.1.4.5 You will mark the Job completed no later than 7 days from the completion of the Job Date.

5.B.1.4.6 In the event that the Business User doesn't mark the Job completed, the Platform will automatically mark the Job completed 7 days from completion of the Job Date and release the payment to the Crew unless Shootzu has been notified of a dispute.

5.B.1.5 On completion of the Job, Shootzu will release the Crew Payment to the Crew using the payout details stored within the platform (see 5.A.3.7). In compliance with the income tax legislation or the GST requirements of the GST Act, if the Crew has advised Shootzu that they are registered for GST, the Crew Payment will be inclusive of GST. The Crew is solely responsible for complying with the requirements of the GST Act in respect of the Crew Payment.

5.B.1.6 Any additional hours/overtime or job activities required on the day of the shoot are to be directly negotiated between the Business User and the Crew. All payments of additional hours or job activities will need to be organised directly between Business User and Crew, and the relevant Business User, not Shootzu, will be solely liable for payment of additional payments. Shootzu will not serve as the payment gateway for any additional payments required due to increased activities on the day of the shoot.

5.B.1.7 As Crew, you acknowledge and agree that Shootzu is not liable or responsible for any Crew Payments. You agree that you will not pursue any actions, legal or otherwise, against us for any non payment by the Business User. You acknowledge the Business User will be solely liable for payment of the Crew Payment for any Job.

5.B.1.8 Subject to clause 9.4, the Business User and Crew acknowledge and agree that Shootzu will not be responsible or liable in any way for, and the Business User and the Crew release Shootzu from all claims arising from, any non performance by a Member, including cancellation of a Job, or any dispute between Crew and Business User, including disputes over quality.

6. Disputes

6.1 If any dispute or difference arises between the Business User and Crew in respect of the Job Brief, dispute resolution must occur between the Parties, and, subject to clause 9.4, Shootzu will not be held liable. In the event of any dispute between the parties arising out of or in connection with this Agreement, the parties shall attempt, promptly and in good faith, to resolve any such dispute.

6.2 If the Crew does not provide the Job Deliverables or a dispute is entered into within 7 days, the Business User must contact Shootzu within 7 days to pause Crew Payment at support@shootzu.com . The Business User and Crew will be responsible for advising Shootzu of the outcome of their Dispute Resolution process, at which time Shootzu will release the Crew Payment.

6.3 If the Crew does not attend the contracted Job, and the Business User has hired Crew through the Platform, and therefore is covered by Shootzu Protect, the Business User must contact Shootzu at support@shootzu.com within 7 days to pause Crew payment. Upon evidence of the non-attendance, payment will be returned to the Business User and the Crew will forfeit all rights to any Crew Payment.

Crew will be liable for the Shootzu Crew Service Fee, which will be invoiced directly to the Crew for payment within 14 days. Non-compliance and failure to pay may result in the Crew being removed from the Platform.

If the Business User does not contact Shootzu within the 7 day period to withhold payment, Shootzu will have no liability to the Business User in respect of the payment once made.

6.5 Intellectual Property

6.5.1 If your role as Crew requires you to capture images or footage as a photographer or videographer, you assign to the Business User the results and proceeds of the services provided by you as Crew on a Job ("Job Deliverables"), including all Intellectual Property Rights in the Job Deliverables. The Business User grants you a royalty-free, perpetual, worldwide, irrevocable, unconditional, non-exclusive, transferable licence to use the Job Deliverables you produced for the purpose of marketing your portfolio.

6.5.2 As the Business User, you acknowledge that Crew can use Raw Files and edit them for display on their portfolio and website.

6.5.3 As Crew, you agree not to display any photos or footage in social media, without the express permission of the Business User, and not to tag any end clients in your social media posts without the express written permission of the Business User.

6.5.4 In respect to any Crew Raw Files, the Business User may choose to edit an image or footage, or to provide the Raw Files to their end client, at their sole discretion.

7. CREW & BUSINESS USER & CLIENT WARRANTIES

You warrant that:

7.1 you own the Intellectual Property Rights in Content you upload to the Platform and have the right to license the Content to Shootzu; and

7.2 any Content you upload to the Platform or our Social Media pages will not contain anything that:

7.2.1 violates any applicable law, industry code, statute, ordinance or regulation (including, but not limited to, those governing, consumer protection, unfair competition, criminal law, and anti-discrimination laws);

7.2.2 is non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

7.2.3 is used to defame or libel Shootzu, our employees or other individuals;

7.2.4 infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or intellectual property rights, rights of publicity, confidentiality or privacy, including, but not limited to falsely promoting Content that hasn't been created by you

7.2.5 solicits Member or Client contact details, information or passwords for unlawful or commercial purposes;

7.3 The Business User or Client

7.3.1 warrants that for each Job:

7.3.1.1 it will provide a safe work place for all Crew; and

7.3.1.2 it will comply, and will require all persons employed by or contracted to the Business User in connection with the Job to comply, with all applicable legislation relating to occupational health and safety, workplace discrimination, harassment (on any basis) and bullying; and

7.3.1.3 indemnifies each of the Crew and Shootzu in respect of any loss, cost, damage expense or liability suffered or incurred by any of them arising from in connection with any legislation referred to in paragraph 7.3.1.2

7.3.2 The Crew warrants that where they are responsible for delivering Job Deliverables to the Business User, before a Job can be marked Completed, that they will:

7.3.2.1 Deliver the Job Deliverables within 7 days of the Job Date, where the Job Brief identifies the need to capture photos, or video footage.

7.3.2.2 Deliver the Job Deliverables by the Job Date agreed upon, if their role is identified as an Editor.

7.3.3 Each Member warrants that it will be solely responsible for any GST or state or federal taxes payable by the Member in respect of any Crew Payment.

7.3.4 Each Member warrants that it will be solely responsible for ensuring it has current Public Liability and Professional Indemnity Insurances (Australian Members) when fulfilling a Job posted through Shootzu.

8. INDEMNITIES

Without limiting any rights that you may have under the Australian Consumer Law, you agree to indemnify, and must defend, hold harmless, and release Shootzu from and against any claim, liability, cost, loss, incidental damages of any kind (including lost profits), expense or damage suffered as a result of a breach, either directly or indirectly, of these Terms, or your breach of any of the warranties given by you. This includes as a result of your direct activities on the Platform, including:

8.1 Any claim that Content created or owned by you infringes or violates the intellectual property rights of a third party.

8.2 Any misrepresentation made by you on the Platform.

8.3 Your purchase of Leads, or participation in Job Booking, Job application, Job Offer acceptance, or fulfilling your service requirements.

8.4 Your claim against a Shootzu Member or Client you have a direct relationship with as a result of your use of the Platform, for any reason.

8.5 your breach of any of the provisions of these Terms.

8.6 Any claim by any third party as a result of your breach of any of these Terms.

8.7 your violation of any applicable laws, rules or regulations.

9. LIMITATION OF LIABILITY

9.1 In providing the Platform, Shootzu will take due care and skill in delivering a product that meets the statutory consumer guarantees set forth in the Australian Consumer Law (for Australian Members). You agree that there is some risk in using the Platform, and, subject to clause 9.4, Shootzu disclaims any responsibility for any damage or loss that you may suffer or incur as a result of accepting a Job.

9.2 Liability Cap. Subject to clauses 9.1 and 9.4, as applicable, Shootzu's liability to the Member in relation to these Terms shall not exceed two (2) times of Shootzu Service Fees paid by the Member in the past three (3) months for the use of the Platform.

9.3 Subject to clause 9.4, and without limiting any rights of a Member under any applicable consumer guarantee set out in the Australian Consumer Law (for Australian Members), Shootzu excludes:

- (a) all warranties other than those expressly set out in these terms and conditions, including all warranties as to the quality, suitability, availability, or fitness for purpose of any of the Platform, or any Crew or Business User; and
- (b) all liability in respect of any service or facility operated by a third party, including without limitation any payment service or facility operated by any of Stripe, or any other person.

9.4 You may have rights under the Australian Consumer law (for Australian Members). Nothing in these terms and conditions limits, excludes, or modifies the effect of any part of the Australian Consumer Law (for Australian Members), or any other provision of legislation in any jurisdiction that cannot lawfully be limited, excluded or modified.

9.5 Shootzu, Business Users, Clients and Crew acknowledge and agree that the Platform and associated services are both supplied and acquired in trade.

10. GENERAL

10.1 You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within this Platform. You may not use this Platform, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website.

10.2 You must not engage in automated Content collection on the Platform without explicit permission from Shootzu.

10.3 Shootzu will not be liable for any failure to perform any obligation under these terms and conditions, or for any failure of the Platform, as a result of any "Force Majeure Event", namely, any act of God, earthquake, fire, outbreak or escalation of hostilities (whether or not war has been declared), act or terrorism or any other unlawful act against public order or authority, industrial dispute; governmental restraint; or any other event which is not within the reasonable control of Shootzu. Shootzu reserves the right, in its absolute discretion, to cancel, terminate, modify or suspend the Platform or access to it if a Force Majeure Event occurs.

10.4 Your use of the Platform and these Terms are governed by the law of the State of Victoria, and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria.

10.5 If a court or other body of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

10.6 Shootzu reserves the right to monitor the Platform generally and all Profile activity.

11. CONTACT INFORMATION

If you have any questions about these Terms, or if you want to contact Shootzu for any reason, please email: support@shootzu.com

12. DEFINITIONS

“Areas of Expertise” means role types used in both Profile and Job Briefs, which include Photographer, Videographer, Assistant, Second Shooter, Solo Shooter, and Editor (and other roles as may be defined from time to time).

“Business User” means any person or entity, registered as a Member and who uses the Platform to post jobs for Crew.

“Client” means any person or entity who is not a registered Member who uses the Platform to post one-off events.

“Content” means all text, graphics, logos, audio and software used on the Platform. Content also means any Member created or owned content, written, or in the form of images, footage, audio uploaded to the Member’s Portfolio, including any biographical information, reviews, comments through the Platform.

“Crew” or “Crew Member” means a Member who registers on the Platform and who applies for jobs in the capacity of a contractor, hired by a Business User via Shootzu for the express purposes of completing a set job.

“Crew Payment” means the stated fee payable by a Business User to a Crew Member in respect of Job plus any applicable Payment Gateway provider bank processing fees and any applicable GST. For Crew, Crew Payment means the amount specified in a Job Brief, which is the Crew Payment by a Business User to a Crew Member in respect of Job (minus the Shootzu Service Fee).

“Editor” means editing photos or videos in the style specified by the Business User in creating a finished product for the customer.

“Free Tier” means a Membership which allows you to set up a Profile and browse Jobs. It offers restricted access to the Platform. For full access, Crew or Business Users must be on a Paid Membership.

“GST” means goods and services tax imposed under the GST Act;

“GST Act” means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (for Australian Members) as applicable.

“Intellectual Property” means all of the proprietary knowledge and know-how, designs, inventions, patents, artistic works, names and images, trademarks, improvements, and all other work products and intellectual property, both present or future used for commercial purposes.

“Job” means a request to capture footage, or images, a request to edit, or a request for assistance, or other support request as specified in a Job Brief of a Business User which requires the services of a Crew to complete a job.

“Job Brief” means the brief for a Job listed by a Business User on the Platform.

“Job Completion” means seven days after the Job Date specified in the Job Brief, to coincide with delivery of the Raw Files.

“Job Deliverables” mean materials created or produced at a Job, and the results and proceeds of the services provided by Crew on a Job, including Raw Files.

“Job Offer” means the offer of a Job to Crew. Job Offer must be accepted by Crew before it can be confirmed.

“Member” means the individual and collective term for all users who have subscribed to the Platform.

“Membership” means an account set up and a complete Profile and Portfolio and completed by a Crew or Business User for use of the Platform, including applying for and creating unlimited Jobs on the Platform.

“Personal Information” means any information which can identify a user, whose identity is apparent, or can be reasonably ascertained from the information.

“Platform” means the Website, the mobile or tablet application, and any associated Shootzu properties or websites.

“Profile” means an account page which specifies biographical information, and a portfolio showcasing original work for the purposes of self-promotion in applying for a Job.

“Push Notifications” means internet-based communication where the request for a given transaction is used by Shootzu. A user can opt into receive Push Notifications which will allow any new Job to be sent directly to the user’s phone.

“Quality Rating” means a review process that both Business User and Crew must complete at the end of each successful Job.

“Raw Files” means files from a camera containing minimally processed data, and yet to be edited.

“Shootzu Service Fee” means any applicable fees charged on the Crew Payment, to facilitate the following features through Shootzu Protect: assisted communication between Business User and Crew, the Shootzu app and Push Notifications to advertise the Job to eligible Crew, posting of the Job to Shootzu Members via email and other marketing, facilitating invoicing, payment release, and Member review process after each Job. There are two Shootzu Service Fees, the Business User Service Fee and the Crew Service Fee. These fees are published on www.shootzu.com/terms

“Toolkit” means resources including but not limited to: blog posts, webinars, templates, podcasts and meet ups provided on the Shootzu Platform.

“Verified Shootzu Member” means a Member who has set up a complete Profile and has been through quality checks by Shootzu.

END OF TERMS AND CONDITIONS