



SHOOTZU MEMBERSHIP TERMS

1. OVERVIEW

1.1 The Shootzu mobile phone app or website (“The Platform”), owned and operated by Shootzu Pty Ltd, ABN 99 625 467 263 (“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 Shootzu 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.

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 publicised 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 the Shootzu Toolkit resources which is a restricted Members-only area which includes content but is not limited to: articles, webinars, templates and business strategy tools.

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, paid 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 insurances

2.7.3 in-built messaging system direct to Shootzu Admin

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 one of the third party service payment gateways available in the Platform. Shootzu provides a choice of payment gateways through third party service providers to facilitate Crew Payments between Business User and Crew. Currently, these third party services are Stripe and GoCardless, 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. Whilst Shootzu does not charge commissions, as Members, you acknowledge that you are solely responsible and liable for fees and charges imposed on you by the third party service providers, Stripe, GoCardless, or any banking institution in processing any payment.

2.7.9 If you choose to process a Crew Payment through “Stripe” for credit card payments, you agree to adhere to Stripe’s services agreement and privacy policy located at <https://stripe.com/au/legal>. A Shootzu Service Fee (you can see the current fee at www.shootzu.com/terms) is charged to the Business User on the Crew Payment and you agree that you are solely responsible for this fee, which includes the fees and charges of processing a credit card payment through Stripe and that these will be added to your total payable amount when processing a Crew 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 If you choose to process a Crew Payment through “GoCardless” for direct debits, you agree to adhere to GoCardless terms and conditions <https://gocardless.com/legal/> and privacy policy <https://gocardless.com/legal/privacy/>. A Shootzu Service Fee (you can see the current fee at www.shootzu.com/terms) is charged to the Business User on the Crew Payment and you agree that you are solely responsible for this fee, which includes the fees and charges of processing a payment through GoCardless, and that these will be added to your total payable amount when

processing a Crew 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.

2.7.11 As part of Shootzu Protect, Shootzu obtains insurance from a third party that may provide cover for Members, and this may change from time to time. Shootzu currently obtains Public Liability and Indemnity Insurance for Australian Members from Insurance Australia Limited ABN 11 000 016 722 AFSL 227681 trading as CGU Insurance. A General and Products Liability Insurance policy is available upon request at legal@shootzu.com and covers the full Terms and Conditions, and insurance limits, of the Insurance Policy held by Shootzu.

2.7.11.1 Shootzu's current Insurance limits are:

Liability Insurance	Professional Indemnity Insurance
\$10m Public Liability Insurance \$10m Products Liability Insurance \$10m Advertising Injury Insurance \$250k Care, Custody and Control of third party property cover	\$5m any one claim and \$10m in the annual aggregate

2.7.11.2 There is an Excess of \$1000 applicable, payable by the claiming Member for each Claim; Shootzu will not be held liable or responsible for any Excess payment which a Member may be required to make. The Excess payment is the sole responsibility of the Member.

2.7.11.3 Shootzu insurance is applicable for Members who satisfy the following criteria:

- all Members of the Platform, who hold a current, paid subscription at the time of Claim, and
- who were a registered Member at the time of the insurance event, and
- who were working on a Job which was accepted through the Platform.

2.7.11.4 It is your responsibility to understand the exclusions and inclusions of the insurance. Shootzu does not represent that the insurance offered by Insurance Australia Limited is adequate or appropriate for any particular Member. Each Member must make your own enquiries about whether any further insurance is required. Drone Operators are excluded from this cover, and must seek your own insurance cover. Other Members, you acknowledge that Shootzu is not liable or responsible for any insurance Claims, or Excess, and that you are solely responsible and liable if the insurances offered through Shootzu do not cover

you for any Claim or policy event. Claims are to be made directly with the insurer, and not through Shootzu.

2.8 Membership Policy

2.8.1 All Memberships are 12 month term contracts. It is your responsibility to be aware of the term of the contract. 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 12 month period by charging the credit card originally supplied. 2.3 Membership Payment
Payment of the Membership fee will be an annual fee charged in Australian Dollars (AUD).

2.8.2 Payment will be processed through subscription software, which requires a valid credit card to proceed. Shootzu adheres to the terms and conditions of Chargebee, located at www.chargebee.com, our third party supplier of subscription software. Failure to pay, due to an expired credit card, or invalid credit card, or other reason as may exist from time to time will result in your Membership being suspended. It is your responsibility to pay your Membership with a valid card.

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

2.9 Trial Period

Shootzu may provide a trial period at its discretion, through Chargebee, for Members to trial the Platform, create a Profile, and browse Jobs. In the event that a Trial Member posts a Job or applies for a Job during the trial period, Shootzu reserves the right to charge the annual Membership fee before the conclusion of the trial period, and the Member will forfeit the remaining trial days.

2.10 Membership Cancellation

2.10.1 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.

2.10.2 To cancel your Membership before the end of a trial period, you must contact Shootzu in writing at support@shootzu.com at least 48 hours prior to the end of the trial period or use the cancellation process within the settings page of your Shootzu account. This will cancel the Membership and stop the Membership fees being charged.

2.10.3. 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.

2.11 Refunds and Exchanges

2.11.1 Membership fee is not refundable.

2.11.2 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 US, UK, and Europe. 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, VIN, TIN etc). 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 pay per hour, for the Job.

5.A.2.4 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.2.5 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.2.6 Prior to a Job Offer acceptance, available jobs will be able to be searched by all Members.

5.A.2.7 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.2.8 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.2.9 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, if Stripe is chosen as the Payment Gateway, Shootzu will take preauthorisation through Stripe, of the Business User's credit card for 50% of the total value specified in the Job Brief, plus any applicable processing or other fees charged by Stripe. At Job Acceptance, payment is processed to the Shootzu Platform by Stripe to facilitate Crew Payment, and a receipt is issued.

5.A.3.2 If GoCardless is chosen as the Payment Gateway, at Job Offer, a Direct Debit Mandate will be set up and payment will be processed to the Shootzu Platform for 50% of the total value specified in the Job Brief, plus any applicable processing or other fees charged by GoCardless.

5.A.3.3 Regardless of Payment Gateway, 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 Regardless of Payment Gateway, you agree to pay the 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 are responsible for providing accurate financial details, including your nominated BSB and account number, or PayID if applicable, and providing these promptly to Shootzu upon request to facilitate Crew Payments. This includes whether or not you are registered for GST (if applicable), and your ABN. 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 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 (BSB/ account number, or PayID where applicable), the payment will be released from the Shootzu Platform to the Crew. Shootzu is not paid any commissions for the payment and acts solely as a payment facilitator.

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 Australian 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. PART B - THE CREW AGREEMENT

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 loaded by the Business User to the Platform and attached to the Job Brief as a PDF at least 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 shall be paid, the 50% retainer paid on Job Offer. 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 shall be paid the full amount as specified in the accepted Job Offer.

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

5.B.1.5 On completion of the Job, Shootzu will release the Crew Payment to the Crew. 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 the GST Act in respect of the Crew Payment.

5.B.1.6 Any additional hours 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 8.4, 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.

5.B.2 Disputes

5.B.2.1 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 8.4, 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.

5.B.2.2 If the Crew does not provide the Job Deliverables within 7 days, the Business User must contact Shootzu within 7 days to pause Crew Payment. 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.

5.B.2.3 If the Crew does not attend the contracted Job, the Business User must contact Shootzu 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. If the Business User does not contact Shootzu within the 7 day period as request Shootzu to withhold payment, Shootzu will have no liability to the Business User in respect of the payment once made.

5.B.3 Intellectual Property

5.B.3.1 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.

5.B.3.2 As the Business User, you acknowledge that Crew can use Raw Files and edit them for display on their portfolio and website.

5.B.3.3 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.

5.B.3.4 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.

6. CREW & BUSINESS USER WARRANTIES

You warrant that:

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

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

6.2.1 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);

6.2.2 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.

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

6.2.4 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

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

6.3 The Business User

6.3.1 warrants that for each Job:

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

6.3.1.2 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

6.3.1.3 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 6.3.1.2

6.3.2 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:

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

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

6.3.3 Each Member warrants that it will be solely responsible for any GST payable by the Member in respect of any Crew Payment.

7. 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, lia-

bility, cost, loss, 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:

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

7.2 Any misrepresentation made by you on the Platform.

7.3 Your participation in Job Booking, Job application, Job Offer acceptance, or fulfilling your service requirements.

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

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

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

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

8. LIMITATION OF LIABILITY

8.1 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. You agree that there is some risk in using the Platform, and, subject to clause 8.4, Shootzu disclaims any responsibility for any damage or loss that you may suffer or incur as a result of accepting a Job.

8.2 Liability Cap. Subject to clauses 8.1 and 8.4, as applicable, Shootzu's liability to the Member in relation to these Terms shall not exceed one (1) year of Membership fees paid by the Member for the use of the Platform.

8.3 Subject to clause 8.4, and without limiting any rights of a Member under any applicable consumer guarantee set out in the Australian Consumer Law, 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 GoCardless, Stripe or Chargebee or any other person.

8.4 Nothing in these terms and conditions limits, excludes, or modifies the effect of any part of the Australian Consumer Law, or any other provision of legislation in any jurisdiction that cannot lawfully be limited, excluded or modified.

9. GENERAL

9.1 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.

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

9.3 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.

9.4 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.

9.5 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.

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

10. 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

11. 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.

“Claim” means an insurance claim made directly to the insurance provider as a result of a policy event.

“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.

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

“Excess” means the first amount of each claim or series of claims arising out of any Insurance event, for which the Member is responsible.

"GST" has the meaning given in the GST Act;

"GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“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.

“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.

“Membership Fee” means an annual subscription fee which is payable by a Business User or Crew Member to Shootzu for use of 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: 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 additional Member checks after each Job.

“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.