

TERMS AND CONDITIONS

Important: Please read these Terms of Access carefully before using the HeyLucy! Platform.

These terms apply to all HeyLucy! Services you access through the HeyLucy! Platform.

HeyLucy! operates a technology platform which connects busy Allied Health Clinics with skilled Allied Health Locums.

These Terms of Access constitute an agreement between us and you. By registering with HeyLucy! and continuing to use the HeyLucy! Platform, you are deemed to have read, understood and accepted these Terms of Access.

We reserve the right to amend these Terms of Access from time to time. We will use our reasonable endeavours to draw your attention to such amendments (for example, by email or placing a notice on our website), however it remains your responsibility to periodically review these Terms of Access. You acknowledge and agree that your continued use of HeyLucy! Services after any changes to these Terms of Access will be deemed by us to be your acceptance of any amendments.

Any questions about these Terms of Access or requests for technical assistance may be sent to support@heylucy.com.au. Alternatively, you can call us on 1300 151 252

ALLIED HEALTH CLINIC TERMS OF ACCESS FOR THE HEYLUCY! PLATFORM

Last updated: March 2026

AGREEMENT TERMS

1. HEYLUCY! PLATFORM ACCOUNT

- 1.1 To access the HeyLucy! Platform, you must create an account with us by:
 - 1.1.1 Providing the information requested by us; and
 - 1.1.2 Creating a password that meets our minimum requirements.
- 1.2 You acknowledge and agree that:
 - 1.2.1 You are responsible for ensuring all information you provide us is correct and up to date.
 - 1.2.2 You are responsible for the activity that occurs on your account.
 - 1.2.3 You must take all necessary steps to protect your User ID, password and account from unauthorised access; and

- 1.2.4** You will immediately notify us if:
- i. The information you have provided is incorrect, inaccurate or incomplete; or
 - ii. You become aware of or suspect that your User ID, password or account is being used or may have been accessed without your consent;
- 1.2.5** You must not use the HeyLucy! Platform for an illegal purpose or in a manner that is inconsistent with these Terms of Access; and
- 1.2.6** You must not supply or upload any content that: (i) would cause you or HeyLucy! to breach any law, regulation or code of conduct; (ii) is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or breach of privacy; or (iii) that could infringe any person's rights, including their intellectual property.

2 HEYLUCY! SERVICES

- 2.1** If you create an account with us, we will provide HeyLucy! Services to you. These are technology, communication and administration services to enable you to use the HeyLucy! Platform which connects Allied Health Clinics with skilled Allied Health Locums (temporary healthcare professionals).
- 2.2** The Locum is responsible for providing all their relevant allied health professional services, inclusive of, but not limited to, all duties, standards of care and professional responsibilities as stipulated and in accordance with their professional registration body and AHPRA.
- 2.3** HeyLucy! does not provide Allied Health Clinic Services, employ or engage Locums or supply Locums to Allied Health Clinics. Locums do not work for HeyLucy!. All Locums who use the HeyLucy! Platform practice independently.
- 2.4** HeyLucy! Services include, but are not limited to:
- 2.4.1** A website and mobile application which provides a platform that performs functions such as:
- i. allowing you to create an account on the HeyLucy! Platform;
 - ii. enabling Allied Health Clinics to lodge a Request for Allied Health Services required by them, including specifying the details of the location, dates and times the Allied Health Services are required and the associated fees;
 - iii. matching Allied Health Clinics with Allied Health Locums who respond to a Request for Allied Health Services that meet the criteria of the Allied Health Clinic;

- iv. Next Day Payment Service paying the Locum for Allied Health Services rendered on behalf of the Allied Health Clinic;
- v. paying HeyLucy! for HeyLucy! Services; and

2.4.2 technical support services.

3 YOUR RESPONSIBILITIES

- 3.1 To use the HeyLucy! Platform, you warrant that you:
- 3.1.1 are 18 years or over.
 - 3.1.2 are the owner or authorised representative of the Allied Health Clinic
 - 3.1.3 will ensure that you maintain, without any suspension, restriction or limitation, all Approvals necessary to provide Allied Health Services in accordance with all applicable laws; and
 - 3.1.4 will provide us with copies of all Approvals referred to in clause 3.1.3 upon request.
- 3.2 You must immediately notify us of any changes to your Approvals or if any condition or other restriction is imposed on you that restricts your ability to provide Allied Health Services. You acknowledge that we may immediately suspend your account and refuse access to HeyLucy! Services as a result of any changes to your Approvals.

4 REQUESTING ALLIED HEALTH SERVICES

- 4.1 You may use the HeyLucy! Platform to request Allied Health Services. To request Allied Health Services, you must specify the location where the Allied Health Services are required, the dates and times the Allied Health Services are required, the hourly rate (including any applicable superannuation) which the Allied Health Clinic is willing to pay for the Allied Health Services and any other information required by the HeyLucy! Platform.
- 4.2 The HeyLucy! Platform keeps all information uploaded by you and Locums confidential. The HeyLucy! Platform will not disclose any information (for example, rates for Allied Health Services) to another party, but will match you to a Locum if one has specified that they meet your criteria.
- 4.3 You acknowledge that we will only notify Locums of your request who have indicated that they are willing to travel to the location of the Allied Health Clinic and provide Allied Health Services for the hourly rate you have specified. If there are no Locums who meet your criteria, we will not be able to connect you to a Locum.

- 4.4** The Locum who meets the Allied Health Clinic's criteria and first accepts an Allied Health Clinic's Request for Allied Health Services will be placed with the Allied Health Clinic. If a Locum is placed with you, the Allied Health Clinic, we will provide you with their details to enable you to connect to them. We will also notify the Locum of the placement.
- 4.5** The Locum will provide the Allied Health Services to you directly. If a Locum is placed with you, a binding contract will be formed between you and the Locum on the Standard Terms of Engagement at the time we notify you of the placement. You are free to negotiate changes to the Standard Terms of Engagement. You acknowledge that:
- 4.5.1** HeyLucy! is not a party to any contract between the Locum and Allied Health Clinic; and
- 4.5.2** HeyLucy! does not provide tax, contract, commercial or employment advice as to the Engagement of Locums by Allied Health Clinics or warrant or represent that the Standard Terms of Engagement are suitable for your purposes.
- 4.6** It is a condition of using the HeyLucy! Platform that Locums have a registration with the Australian Health Practitioner Regulation Agency (AHPRA). It is your responsibility to ensure that the Locum is appropriately skilled and qualified to provide the Allied Health Services to you.
- 4.7** You acknowledge and agree that for the duration that the Locum is placed at your Allied Health Clinic, the Locum is responsible for:
- 4.7.1** Complying with all applicable laws and contractual obligations relating to the operation of the Allied Health Clinic (which may or may not allow the use of locums);
- 4.7.2** Ensuring the Locum provides the Allied Health Services with an appropriate level of skill, care and diligence and in compliance with all applicable laws; and
- 4.7.3** Ensuring, while performing the Allied Health Services, that they comply with all applicable workplace health and safety laws and requirements and providing the Locum with appropriate training and access to the Allied Health Clinic's workplace policies and procedures.
- 4.8** You must immediately notify us in writing if you become aware of any event or circumstance in relation to the Locum or Allied Health Services which could reasonably be expected to directly or indirectly harm or diminish confidence in and/or the standing or reputation of HeyLucy!, the Locum, the Allied Health Clinic or the Allied Health Services.

5 CANCELLATION

- 5.1** The Allied Health Clinic may cancel an Engagement by giving the Allied Health Locum not less than 72 hours' written notice before the start of the Shift. Notice of cancellation must be sent in writing to HeyLucy! Support at support@heyLucy.com.au, and the Allied Health Clinic must also contact the

Locum via the chat function in the HeyLucy! Platform. The HeyLucy! support team will then cancel the Shift in the HeyLucy! Platform.

If an Engagement is cancelled within 72 hours of the start of the Shift, the Allied Health Clinic must pay a cancellation fee of \$50 and 50% of the Locum's Shift Fee. HeyLucy! reserves the right, at its discretion, to enforce this clause and take any steps reasonably necessary to recover the applicable amounts.

- 5.2** The Allied Health Locum may cancel an Engagement by giving the Allied Health Clinic not less than 72 hours' notice of cancellation before the start of the Shift. This notice to cancel must be sent in writing to HeyLucy! Support; support@hey Lucy.com.au. The Allied Health Locum must also reach out to the Allied Health Clinic via the chat function in the HeyLucy! Platform.

6 RESTRAINT

- 6.1** If HeyLucy! introduces an Allied Health Locum to the Allied Health Clinic (whether directly or indirectly through the HeyLucy! Platform), the Allied Health Clinic must use the HeyLucy! Platform for all engagements of that Locum and must not, during the term of these Terms of Access or for a period of 12 months after the last Shift worked by that Locum for the Allied Health Clinic, directly or indirectly:
- (a) engage, employ or otherwise retain the Locum outside of the HeyLucy! Platform;
 - (b) solicit, induce or attempt to solicit or induce the Locum to cease using the HeyLucy! Platform; or
 - (c) arrange for the Locum to provide services to the Allied Health Clinic other than through the HeyLucy! Platform, including through any related entity, third party, contractor arrangement or otherwise.
- For the purposes of this clause, an introduction includes any circumstance where the Allied Health Clinic becomes aware of the Locum through the HeyLucy! Platform.
- 6.2** Without limiting any other rights available to HeyLucy!, if HeyLucy! reasonably believes that the Allied Health Clinic has breached, or is likely to breach, clause 6.1, HeyLucy! may, at its discretion:
- (a) suspend or terminate the Allied Health Clinic's access to the HeyLucy! Platform immediately;
 - (b) refuse to facilitate or accept any further Requests for Allied Health Services from the Allied Health Clinic; and
 - (c) take any steps reasonably necessary to investigate and enforce its rights under this clause 6, including recovering any applicable fees.
- The Allied Health Clinic acknowledges and agrees that HeyLucy! may act on a reasonable belief of a breach and is not required to conclusively prove such breach before exercising its rights under this clause.
- 6.3** If the Allied Health Clinic fails to comply with clause 6.1, HeyLucy! may charge the Allied Health Clinic a fee of \$250 for each Shift an Allied Health Locum works for, or provides services to, the Allied Health Clinic that is not arranged through the HeyLucy! Platform, including any Shift arranged directly or indirectly, whether through a related entity, third party, contractor arrangement or otherwise. This clause operates in addition to clause 6.4 and does not limit HeyLucy!'s rights under that clause.

The Allied Health Clinic acknowledges and agrees that this fee represents a genuine and reasonable pre-estimate of the loss suffered by HeyLucy!, including (without limitation) lost service fees, and is not a penalty.

- 6.4 If the Allied Health Clinic employs, engages or otherwise retains an Allied Health Locum, directly or indirectly, within 12 months after the Locum has provided Allied Health Services to the Allied Health Clinic through the HeyLucy! Platform, the Allied Health Clinic must pay HeyLucy! a Referral Fee of \$1,500 (Referral Fee). This fee recognises the value of the introduction and recruitment of the Locum via the HeyLucy! Platform.
- 6.5 Where the Allied Health Clinic has completed a minimum of 15 Allied Health Locum Shifts through the HeyLucy! Platform with that Locum in the same calendar year in which the employment or Engagement is offered, HeyLucy! may, at its discretion, waive the Referral Fee.
- 6.6 The Allied Health Clinic must notify HeyLucy! in writing immediately upon employing, engaging or otherwise retaining the Locum.
- 6.7 The Allied Health Clinic acknowledges and agrees that: (a) the Referral Fee represents a genuine and reasonable pre-estimate of the loss suffered by HeyLucy!, including (without limitation) the loss of future service fees and the costs associated with sourcing, vetting and introducing the Locum; and (b) the Referral Fee is not a penalty.
- 6.8 The Referral Fee will be invoiced by HeyLucy! and must be paid by the Allied Health Clinic in accordance with clause 7.3.1.
- 6.9 HeyLucy! reserves the right, at its discretion, to enforce this clause and take any steps reasonably necessary to recover the Referral Fee, including where it becomes aware of an Engagement that has not been disclosed.

7 FEES AND OTHER CHARGES

The structure of invoices issued by HeyLucy! is set out in the Standard Terms of Engagement.

7.1 Allied Health Clinic Charges

- 7.1.1 The Allied Health Service Fees for Allied Health Services will be charged at the hourly rate(s) you specify on the HeyLucy! Platform in respect of the request for the Allied Health Services.
- 7.1.2 The Allied Health Service Fees are inclusive of superannuation contributions sufficient for you to avoid a charge under the *Superannuation Guarantee Charge Act 1992* (Cth). If the Locum is operating as a Sole Trader you must make the superannuation contributions to the complying superannuation fund of the Locum's choice as nominated by the Locum through the HeyLucy! Platform. If the Locum does not nominate a superannuation fund, you must make superannuation contributions to a superannuation fund of your choice. If a

Locum is operating as a Company/Trust/Partnership it is their responsibility to pay superannuation.

7.1.3 HeyLucy! will issue the Allied Health Clinic with a recipient created tax invoice (RCTI) on each Tuesday and Friday in respect of each Shift, or part of a Shift, completed prior to that day.

7.1.4 We will prepare RCTIs based on the time recorded by the Locum and entered on the HeyLucy! Platform. You will have the opportunity to check these time entries on a real-time basis to either approve or dispute them. If you do not dispute a time entry within 48 hours of it being entered, then the entry will be deemed to be correct, and you must not dispute it.

7.1.5 The Allied Health Clinic acknowledges that all payments to the Locum will be processed through the Next Day Payment Service.

7.2 HeyLucy! Service Fees

7.2.1 The Allied Health Clinic agrees to pay the HeyLucy! Service Fee to HeyLucy! in consideration for the provision of the HeyLucy! Services.

7.2.2 We may adjust the HeyLucy! Service Fee from time to time by giving you at least one month's notice.

7.3 Payments

7.3.1 The Allied Health Clinic must pay all Charges within 7 days of receipt of a valid tax invoice or RCTI (as applicable) issued by HeyLucy!, without set-off, counterclaim or deduction, and such payment must be received by HeyLucy! in cleared funds.

7.3.2 HeyLucy! may, without notice, suspend the provision of the HeyLucy! Service at any time if any Charges remain unpaid for more than 7 days after the due date.

7.3.3 If any amount payable by the Allied Health Clinic is not paid by the due date, HeyLucy! may:

(a) charge interest on the overdue amount at a rate of 1.5% per month, calculated daily from the due date until payment is received in full; and

(b) recover from the Allied Health Clinic any reasonable costs (including administrative and legal costs) incurred in recovering the overdue amount.

The Allied Health Clinic acknowledges that HeyLucy! may incur financing and administrative costs as a result of late payment.

7.4 GST

7.4.1 Unless the context indicates otherwise, any term or expression in this clause that is defined or used in the GST Act has the meaning given to it in the GST Act.

7.4.2 The Charges for any supply made under or in connection with these Terms of Access are exclusive of GST.

7.4.3 If:

(a) a party makes a supply under or in connection with these Terms of Access that is subject to GST; and

(b) the consideration for such a supply is not expressed to be GST inclusive, then in addition to the consideration otherwise to be paid or provided for that supply but for the application of this clause, the recipient of that supply shall, subject to receipt of a tax invoice or RCTI by the relevant party, pay an amount equal to the GST payable.

7.4.4 You authorise HeyLucy! to issue RCTIs on your behalf in respect of the Allied Health Services supplied to you.

7.4.5 The Allied Health Clinic warrants that it is registered or will be registered for GST and has an Australian Business Number at each time a taxable supply is made.

7.4.6 The Allied Health Clinic must pay any other applicable Charges, taxes and duties in addition to the Charges.

8 ACCESS TO THE HEYLUCY! PLATFORM

8.1 You acknowledge and agree that:

8.1.1 the HeyLucy! Platform may not function as intended (or at all) if you do not have hardware, software or internet access that is compatible with the HeyLucy! Platform;

8.1.2 any timeframes we provide to you in relation to the HeyLucy! Platform are estimates only;

8.1.3 the HeyLucy! Platform may not be available from time to time, and we make no guarantee the HeyLucy! Platform will be available 24/7.

8.1.4 Where the HeyLucy! Platform are to be subject to scheduled maintenance, we will use our reasonable endeavours to notify you, and

8.1.5 we make no representation and give no warranty that the HeyLucy! Platform will be free from errors and defects.

9 INTELLECTUAL PROPERTY

9.1 You acknowledge and agree that:

9.1.1 all right, title and interest in and to the HeyLucy! Platform (including all Intellectual Property Rights) vest in and belong to us;

9.1.2 the rights in the HeyLucy! Platform are licensed to you on a personal, revocable, non-exclusive and non-commercial basis as set out in these Terms of Access; and

- 9.1.3** nothing in these Terms of Access should be construed as constituting an assignment of the Intellectual Property Rights or other rights in the HeyLucy! Platform to you.

10 CONFIDENTIALITY AND PRIVACY

- 10.1** Any information you disclose to us or our contractors as part of the Allied Health Services will be kept confidential by us, our contractors, employees and agents. We will not disclose such information without your prior written consent or if required to disclose the information by law, for example, to a court in response to a subpoena.
- 10.2** If any personal or health information is disclosed to us, we will treat that information in accordance with the Privacy Laws and any applicable health records legislation.

11 RECORDS

- 11.1** All records created by us or our staff as part of the HeyLucy! Platform belongs to us and remains our property. Our records will only relate to administrative matters such as personal contact details, Allied Health Service request details and payment.
- 11.2** Your Locum is responsible for keeping all medical and health records created in connection with the Allied Health Services rendered.

12 INSURANCE

- 12.1** You are responsible for ensuring the Allied Health Clinic has and maintains all appropriate insurances required to enable the Locum to provide the Allied Health Services, including, without limitation, public liability insurance and workers' compensation insurance as required by law.

13 COMPLAINTS

- 13.1** If you have any concerns and wish to make a complaint regarding the Allied Health Services you must make the complaint directly to your Locum or AHPRA. HeyLucy! is not responsible for handling any complaints you may have regarding the provision of the Allied Health Services.
- 13.2** If you have any concerns regarding the HeyLucy! Service, please direct them to HeyLucy! at support@heylucy.com.au
- 13.3** You must indemnify us against all Loss which HeyLucy! suffers or incurs as a result of or in connection with any claims arising out of or in connection with the Allied Health Services (including any complaints made under this clause) or the provision of the Allied Health Services by the Locum.

14 WARRANTIES AND LIABILITY

- 14.1** To the extent permitted by law, you acknowledge and agree that we do not make any warranties, representations or guarantees as to:
- 14.1.1** the suitability, skills and qualifications of a Locum who accepts your Request for Allied Health Services;
 - 14.1.2** the access to or use of the HeyLucy! Platform being uninterrupted, timely, secure, error-free or continuing for any period of time;
 - 14.1.3** the availability of access to or use of the HeyLucy! Platform in respect of specific geographical areas;
 - 14.1.4** the ability of the HeyLucy! Platform to operate with any other hardware, software, system or data, and all other terms, conditions and warranties, whether express or implied by legislation or the common law or otherwise relating to the provision by us of the HeyLucy! Platform or otherwise in connection with these Terms of Access are, to the maximum extent permitted by law, expressly excluded.
- 14.2** We will not be liable for any Loss (including indirectly or consequential loss) however caused which may be suffered or incurred or which may arise directly or indirectly in respect of the use of the HeyLucy! Platform.
- 14.3** To the extent that we cannot lawfully exclude our liability to you, then to the maximum extent permitted by Law, we limit our liability to you to the cost of resupplying the Allied Health Services to you as contemplated under these Terms of Access.
- 14.4** Nothing in these Terms of Access excludes, restricts or modifies any rights that you may have under existing laws, including *the Competition and Consumer Act 2010 (Cth)*.

15 ACCOUNT SUSPENSION OR TERMINATION

- 15.1** You acknowledge and agree that we may monitor your account and activity on the HeyLucy! Platform from time to time.
- 15.2** We may at any time suspend or terminate your access to the HeyLucy! Platform, including if any of the following occurs:
- 15.2.1** we detect any suspicious activity occurring in relation to your account, including creating false accounts with the intention of determining the price of Allied Health Services;
 - 15.2.2** for any reason, as long as we give you at least 30 days' notice;

- 15.2.3 you default in payment of any Charges when they fall due;
 - 15.2.4 you breach these Terms of Access;
 - 15.2.5 the information you have provided to us is inaccurate, incomplete or outdated and you do not immediately take steps to correct the information.
 - 15.2.6 we are required to do so to comply with a law, order or instruction.
 - 15.2.7 if we determine that it is not technically or operationally feasible or commercially viable to continue providing you access to the HeyLucy! Platform; or
 - 15.2.8 we are required to disable access to the HeyLucy! Platform to carry out support and/or maintenance.
- 15.3 If your account is suspended or terminated, you remain liable to pay any outstanding Charges, including any Charges payable for Shifts that have not been completed at the time your account is suspended or terminated.

16 GENERAL

- 16.1 These Terms of Access constitute the entire agreement with respect to your access to and use of the HeyLucy! Platform.
- 16.2 We may update these terms and conditions at any time. We will provide you with 7 days' notice of any change to these conditions. If you have any concerns or do not agree to the changes to the terms, please notify us as soon as possible.
- 16.3 If any information given to you by our personnel is inconsistent with these Terms of Access, these Terms of Access prevail.
- 16.4 We may send you notices electronically by email to the email address listed as you provided when you created your account. You must notify us promptly of any change to your email address.
- 16.5 We will use reasonable endeavours to resolve any disagreements quickly and efficiently. If you are not satisfied with the way we deal with any disagreement and you want to start court proceedings, the laws of the State of South Australia, Australia apply to these Terms of Access and you may only pursue a legal action or proceeding in relation to HeyLucy! Services in South Australia, Australia.
- 16.6 The rights conferred on you under these Terms of Access are personal to you and cannot be assigned or novated to another party except with our prior written consent.
- 16.7 Clauses 9 (Intellectual Property), 10 (Confidentiality and Privacy), 14 (Warranties and Liability) and this clause 16.7 (General) and any associated definitions survive the termination or expiry of these Terms of Access.

17 Definitions

17.1 In these Terms of Access:

- **Approvals** includes certifications, licenses, qualifications and registrations.
- **Charges** means all fees and other amounts payable by the Allied Health Clinic in accordance with these Terms of Access and includes the HeyLucy! Service Fee, and the Allied Health Service Fee.
- **Engagement** means the Engagement by you of the Locum to provide Allied Health Services in accordance with the contract that is created between you and a Locum pursuant to clause 4.5.
- **GST Act** means the A New System (Goods and Services Tax) Act 1999 (Cth).
- **Intellectual Property Rights** means any copyright, trademark (whether registered or unregistered), design, patent, semiconductor or circuit layout rights, trade, business or company names, other proprietary rights and rights to the registration of any of the foregoing existing anywhere in the world and existing before, on or after the commencement of these Terms of Access;
- **Locum** refers to a professional connected to the Allied Health Clinic via the HeyLucy! Platform who is available to deliver Allied Health Services and meets the required criteria.
- **HeyLucy!, us or we** means Allied Health Locums Australia Pty Ltd ABN 82 676 643 824
- **HeyLucy! Platform** means the online platform and mobile application owned and operated by HeyLucy!.
- **HeyLucy! Services** means the services we provide to Allied Health Clinics under these Terms of Access by means of the HeyLucy! Platform.
- **HeyLucy! Service Fee** means the fee payable by the Allied Health Clinic to HeyLucy! in consideration for the provision of the Allied Health Services, being the fee per Shift
- **HeyLucy! Website** means our website at www.heyLucy.com.au.
- **Loss** refers to any loss, liability, damage, cost, or expense.
- **Allied Health Clinic** means a clinic that is registered with the HeyLucy! Platform and is authorised to request Allied Health Services in accordance with these Terms of Access.
- **Allied Health Services** means the Allied Health Services delivered directly to the Allied Health Clinic by a Locum engaged through the HeyLucy! Platform.
- **Allied Health Service Fee** means the fee payable by the Allied Health Clinic for the provision of the Allied Health Services.
- **Next Day Payment Service** means payments to the Locum will be processed by MyGigsters on behalf of HeyLucy!. This service is offered by HeyLucy! and

orchestrated via the MyGigsters platform. It enables approved Locums to receive payment on the next business day following submission of an approved timesheet by the Allied Health Clinic. This service is not a loan or an advance on future work. It constitutes a payout acceleration service in respect of work that has been completed and verified by the Allied Health Clinic. HeyLucy! shall be solely responsible for covering all service fees associated with the payout orchestration under this agreement. MyGigsters shall not charge locums directly for the provision of the Next Day Payment Service.

- **MyGigsters** is trading as MYGIGSTERS TECHNOLOGIES PTY LTD (ABN 34 623 710 896)
- **Privacy Laws** means *the Privacy Act 1988* (Cth) and the Australian Privacy Principles (as defined in that Act).
- **RCTI** means a recipient-created tax invoice as defined by the GST Act.
- **Standard Terms of Engagement** the 'Terms of Engagement (Standard Terms) between the Locum and the Allied Health Clinic
- **Terms of Access** means these terms of access as varied from time to time.
- **User ID** means your email address or other details which you use to access the HeyLucy! Platform.
- **Shift** means the duration of the Engagement as specified in the Request for Allied Health Services.
- **Request for Allied Health Services** means the request by the Allied Health Clinic for the Services made through the HeyLucy! Platform in accordance with the Allied Health Clinic's Terms of Access, which has been accepted by the Locum in accordance with the Locum Terms of Access.

ALLIED HEALTH LOCUMS TERMS OF ACCESS FOR THE HEYLUCY! PLATFORM

Last updated: March 2026

AGREEMENT TERMS

1 HEYLUCY! PLATFORM ACCOUNT

- 1.1 To access the HeyLucy! Platform, you must create an account with us by:

- 1.1.1 Providing the information requested by us; and
- 1.1.2 Creating a password that meets our minimum requirements.
- 1.2 You acknowledge and agree that:
 - 1.2.1 You are responsible for ensuring all information you provide us is correct and up to date.
 - 1.2.2 You are responsible for the activity that occurs on your account.
 - 1.2.3 You must take all necessary steps to protect your User ID, password and account from unauthorised access; and
 - 1.2.4 You will immediately notify us if:
 - i. The information you have provided is incorrect, inaccurate or incomplete; or
 - ii. You become aware of or suspect that your User ID, password or account is being used or may have been accessed without your consent;
 - 1.2.5 You must not use the HeyLucy! Platform for an illegal purpose or in a manner that is inconsistent with these Terms of Access; and
 - 1.2.6 You must not supply or upload any content that: (i) would cause you or HeyLucy! to breach any law, regulation or code of conduct; (ii) is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or breach of privacy; or (iii) that could infringe any person's rights, including their intellectual property.

2 HEYLUCY! SERVICES

- 2.1 If you create an account with us, we will provide HeyLucy! Services to you. These are technology, communication and administration services to enable you to use the HeyLucy! Platform which connects Allied Health Clinics with skilled Allied Health Locums (temporary healthcare professionals).
- 2.2 The Locum is responsible for providing all their relevant allied health professional services, inclusive of, but not limited to, all duties, standards of care and professional responsibilities as stipulated and in accordance with their professional registration body and AHPRA.
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- 2.4 HeyLucy! Services include, but are not limited to:

- 2.4.1** A website and mobile application which provides a platform that performs functions such as:
- i. allowing you to create an account on the HeyLucy! Platform;
 - ii. enabling Allied Health Clinics to lodge a Request for Allied Health Services required by them, including specifying the details of the location, dates and times the Allied Health Services are required and the associated fees;
 - iii. matching Allied Health Clinics with Allied Health Locums who respond to a Request for Allied Health Services that meet the criteria of the Allied Health Clinic;
 - vi. Next Day Payment Service paying you, the locum, for Allied Health Services rendered on behalf of the Allied Health Clinic;
 - iv. paying HeyLucy! for HeyLucy! Services; and
- 2.4.2** technical support services.

3 YOUR RESPONSIBILITIES

- 3.1** To use the HeyLucy! Platform, you warrant that you:
- 3.1.1** are 18 years or over.
 - 3.1.2** will ensure that you maintain, without any suspension, restriction or limitation, all Approvals necessary to provide Allied Health Services in accordance with all applicable laws; and
 - 3.1.3** will provide us with copies of all Approvals referred to in clause 3.1.2 upon request.
- 3.2** You must immediately notify us of any changes to your Approvals or if any condition or other restriction is imposed on you that restricts your ability to provide Allied Health Services. You acknowledge that we may immediately suspend your account and refuse access to HeyLucy! Services as a result of any changes to your Approvals.

4 PLACEMENTS

- 4.1** You may use the HeyLucy! Platform to accept requests for Allied Health Services.
- 4.2** The Locum who meets the Allied Health Clinic's criteria and first accepts a Request for Allied Health Services will be placed with the Allied Health Clinic. If you are placed with the Allied Health Clinic, we will provide you with their details to enable you to connect to the Allied Health Clinic. We will also notify the Allied Health Clinic that you have been placed with them.

- 4.3** You will provide Allied Health Services to the Allied Health Clinic directly. If you are placed with an Allied Health Clinic, a binding contract will be formed between you and the Allied Health Clinic on the Standard Terms of Engagement at the time we notify the Allied Health Clinic of your placement. You are free to negotiate with the Allied Health Clinic changes to the Standard Terms of Engagement. You acknowledge that:
- 4.3.1** HeyLucy! is not a party to any contract between the Locum and Allied Health Clinic; and
 - 4.3.2** HeyLucy! does not provide tax, contract, commercial or employment advice as to the Engagement of Locums by Allied Health Clinics or warrant or represent that the Standard Terms of Engagement are suitable for your purposes.
- 4.4** It is a condition of using the HeyLucy! Platform that you have a registration with the Australian Health Practitioner Regulation Agency (AHPRA).
- 4.5** You must immediately notify us in writing if you become aware of any event or circumstance in relation to the Allied Health Clinic at which you are placed or Allied Health Services you supply which could reasonably be expected to directly or indirectly harm or diminish confidence in and/or the standing or reputation of HeyLucy!, the Locum, the Allied Health Clinic or the Allied Health Services.

5 CANCELLATION

- 5.1** You may cancel an Engagement by giving the Allied Health Clinic not less than 72 hours' notice of cancellation before the start of the Shift. This notice to cancel must be sent in writing to HeyLucy! Support; support@heylucy.com.au. The Allied Health Locum must also reach out to the Allied Health Clinic via the chat function in the HeyLucy! Platform.

The Allied Health Clinic may cancel an Engagement by giving You not less than 72 hours' notice of cancellation before the start of the Shift. This notice to cancel must be sent in writing to HeyLucy! Support; support@heylucy.com.au. The Allied Health Clinic must also reach out to You via the chat function in the HeyLucy! Platform. The HeyLucy! support team will then cancel the Shift within the HeyLucy! Platform. If the Allied Health Clinic cancels an Engagement within 72 hours of the Shift starting, they must pay You 50% of the locums Shift Fee. HeyLucy! reserves the right, at its discretion, to enforce this clause and take any steps reasonably necessary to recover the applicable amounts.

6 RESTRAINT

- 6.1** If HeyLucy! introduces you to an Allied Health Clinic, you must use the HeyLucy! Platform to continue providing Allied Health Services to that Allied Health Clinic. You must not at any time persuade or attempt to persuade any Allied Health Clinic you are introduced to through the HeyLucy! Platform to cease using the HeyLucy! Platform and acquire services directly from you outside of the HeyLucy! Platform.

- 6.2 We may suspend or terminate your account if we reasonably believe you have not complied with this restraint.

7 FEES AND OTHER CHARGES

7.1 Allied Health Clinic Charges

- 7.1.1 The Allied Health Service Fees for Allied Health Services will be specified on the HeyLucy! Platform in the request for the Allied Health Services.
- 7.1.2 The Allied Health Service Fees are inclusive of superannuation contributions sufficient for you to avoid a charge under the *Superannuation Guarantee Charge Act 1992* (Cth). You must make superannuation contributions to the complying superannuation fund of the Locum's choice as nominated by the Locum through the HeyLucy! Platform. If the Locum does not nominate a superannuation fund, you must make superannuation contributions to a superannuation fund of your choice. If a Locum is operating as a Company/Trust/Partnership it is their responsibility to pay superannuation.
- 7.1.3 We will issue RCTIs on behalf of the Allied Health Clinic in respect of the Allied Health Services you supply. You do not need to (and must not) issue a tax invoice to the Allied Health Clinic for a Shift. The Allied Health Clinic must pay each RCTI to HeyLucy! in accordance with the Allied Health Clinics Terms of Access.
- 7.1.4 HeyLucy! will issue the Allied Health Clinic with a recipient created tax invoice (RCTI) on each Tuesday and Friday in respect of each Shift, or part of a Shift, completed prior to that day.
- 7.1.5 The Locum acknowledges that the invoiced Allied Health Clinic Charges owing to you will be processed via the Next Day Payment Service
- 7.1.6 If a dispute arises in relation to the Allied Health Service Fees paid by the Allied Health Clinic that engaged you, whether to us or from us to you, you must resolve the dispute directly with the Allied Health Clinic. HeyLucy! shall not be involved in any such dispute unless there is a manifest error on the part of HeyLucy!. For the purposes of this clause, a "manifest error" means an obvious or indisputable clerical or accounting mistake that can be objectively verified through supporting documentation. You agree to indemnify and hold HeyLucy! harmless from and against any Loss incurred or suffered as a result of your involvement of HeyLucy! in such a dispute, except where a manifest error by HeyLucy! is clearly established.

8 ACCESS TO HEYLUCY! SERVICES

- 8.1 You acknowledge and agree that:

- 8.1.1 the HeyLucy! Platform may not function as intended (or at all) if you do not have hardware, software or internet access that is compatible with the HeyLucy! Platform;
- 8.1.2 any timeframes we provide to you in relation to the HeyLucy! Platform are estimates only;
- 8.1.3 the HeyLucy! Platform may not be available from time to time, and we make no guarantee the HeyLucy! Platform will be available 24/7.
- 8.1.4 Where the HeyLucy! Platform are to be subject to scheduled maintenance, we will use our reasonable endeavours to notify you, and
- 8.1.5 we make no representation and give no warranty that the HeyLucy! Platform will be free from errors and defects.

9 INTELLECTUAL PROPERTY

- 9.1 You acknowledge and agree that:
 - 9.1.1 all right, title and interest in and to the HeyLucy! Platform (including all Intellectual Property Rights) vest in and belong to us;
 - 9.1.2 the rights in the HeyLucy! Platform are licensed to you on a personal, revocable, non-exclusive and non-commercial basis as set out in these Terms of Access; and
 - 9.1.3 nothing in these Terms of Access should be construed as constituting an assignment of the Intellectual Property Rights or other rights in the HeyLucy! Platform to you.

10 CONFIDENTIALITY AND PRIVACY

- 10.1 Any information you disclose to us or our contractors as part of the Services will be kept confidential by us, our contractors, employees and agents. We will not disclose such information without your prior written consent or if required to disclose the information by law, for example, to a court in response to a subpoena.
- 10.2 If any personal or health information is disclosed to us, we will treat that information in accordance with the Privacy Laws and any applicable health records legislation.

11 RECORDS

- 11.1 All records created by us or our staff as part of the HeyLucy! Platform belongs to us and remains our property. Our records will only relate to administrative matters such as personal contact details, Allied Health Service request details and payment.

- 11.2 You are responsible for keeping all medical and health records created in connection with the Allied Health Services rendered.

12 COMPLAINTS

- 12.1 If you have any concerns and wish to make a complaint regarding the Allied Health Services you must make the complaint directly to the Allied Health Clinic or AHPRA. HeyLucy! is not responsible for handling any complaints you may have regarding the provision of the Allied Health Services.
- 12.2 If you have any concerns regarding the HeyLucy! Service, please direct them to HeyLucy! at support@heylucy.com.au
- 12.3 You must indemnify us against all Loss which HeyLucy! suffers or incurs as a result of or in connection with any claims arising out of or in connection with the Allied Health Services (including any complaints made under this clause) or the provision of the Allied Health Services by the Locum.

13 WARRANTIES AND LIABILITY

- 13.1 To the extent permitted by law, you acknowledge and agree that we do not make any warranties, representations or guarantees as to:
- 13.1.1 the access to or use of the HeyLucy! Platform being uninterrupted, timely, secure, error-free or continuing for any period of time;
 - 13.1.2 the availability of access to or use of the HeyLucy! Platform in respect of specific geographical areas;
 - 13.1.3 the ability of the HeyLucy! Platform to operate with any other hardware, software, system or data, and all other terms, conditions and warranties, whether express or implied by legislation or the common law or otherwise relating to the provision by us of the HeyLucy! Platform or otherwise in connection with these Terms of Access are, to the maximum extent permitted by law, expressly excluded.
- 13.2 We will not be liable for any Loss (including indirectly or consequential loss) however caused which may be suffered or incurred or which may arise directly or indirectly in respect of the use of the HeyLucy! Platform.
- 13.3 To the extent that we cannot lawfully exclude our liability to you, then to the maximum extent permitted by Law, we limit our liability to you to the cost of resupplying the services to you as contemplated under these Terms of Access.
- 13.4 Nothing in these Terms of Access excludes, restricts or modifies any rights that you may have under existing laws, including *the Competition and Consumer Act 2010 (Cth)*.

14 ACCOUNT SUSPENSION OR TERMINATION

- 14.1 You acknowledge and agree that we may monitor your account and activity on the HeyLucy! Platform from time to time.
- 14.2 We may at any time suspend or terminate your access to the HeyLucy! Platform, including if any of the following occurs:
 - 14.2.1 we detect any suspicious activity occurring in relation to your account, including creating false accounts with the intention of determining the price of Allied Health Services;
 - 14.2.2 for any reason, as long as we give you at least 30 days' notice;
 - 14.2.3 you default in payment of any Charges when they fall due;
 - 14.2.4 you breach these Terms of Access;
 - 14.2.5 the information you have provided to us is inaccurate, incomplete or outdated and you do not immediately take steps to correct the information.
 - 14.2.6 we are required to do so to comply with a law, order or instruction.
 - 14.2.7 if we determine that it is not technically or operationally feasible or commercially viable to continue providing you access to the HeyLucy! Platform; or
 - 14.2.8 we are required to disable access to the HeyLucy! Platform to carry out support and/or maintenance.
 - 14.2.9 you have done anything, or are likely to do anything, that may damage the reputation of HeyLucy! or any Allied Health Clinic.

15 GENERAL

- 15.1 These Terms of Access constitute the entire agreement with respect to your access to and use of the HeyLucy! Platform.
- 15.2 We may update these terms and conditions at any time. We will provide you with 7 days' notice of any change to these conditions. If you have any concerns or do not agree to the changes to the terms, please notify us as soon as possible.
- 15.3 If any information given to you by our personnel is inconsistent with these Terms of Access, these Terms of Access prevail.

- 15.4** We may send you notices electronically by email to the email address listed as you provided when you created your account. You must notify us promptly of any change to your email address.
- 15.5** We will use reasonable endeavours to resolve any disagreements quickly and efficiently. If you are not satisfied with the way we deal with any disagreement and you want to start court proceedings, the laws of the State of South Australia, Australia apply to these Terms of Access and you may only pursue a legal action or proceeding in relation to HeyLucy! Services in South Australia, Australia.
- 15.6** The rights conferred on you under these Terms of Access are personal to you and cannot be assigned or novated to another party except with our prior written consent.
- 15.7** Clauses 9 (Intellectual Property), 10 (Confidentiality and Privacy), 14 (Warranties and Liability) and this clause 15.7 (General) and any associated definitions survive the termination or expiry of these Terms of Access.

16 Definitions

16.1 In these Terms of Access:

- **Approvals** includes certifications, licenses, qualifications and registrations.
- **Charges** means all fees and other amounts payable by the Allied Health Clinic in accordance with these Terms of Access and includes the HeyLucy! Service Fee, and the Allied Health Service Fee.
- **Engagement** means the Engagement by you of the Locum to provide Allied Health Services in accordance with the contract that is created between you and a Locum pursuant to clause 4.5.
- **GST Act** means the A New System (Goods and Services Tax) Act 1999 (Cth).
- **Intellectual Property Rights** means any copyright, trademark (whether registered or unregistered), design, patent, semiconductor or circuit layout rights, trade, business or company names, other proprietary rights and rights to the registration of any of the foregoing existing anywhere in the world and existing before, on or after the commencement of these Terms of Access;
- **Locum or you** refers to a professional connected to the Allied Health Clinic via the HeyLucy! Platform who is available to deliver Allied Health Services and meets the required criteria.
- **HeyLucy!, us or we** means Allied Health Locums Australia Pty Ltd ABN 82 676 643 824
- **HeyLucy! Platform** means the online platform and mobile application owned and operated by HeyLucy!.
- **HeyLucy! Services** means the services we provide to Allied Health Clinics under these Terms of Access by means of the HeyLucy! Platform.

- **HeyLucy! Service Fee** means the fee payable by the Allied Health Clinic to HeyLucy! in consideration for the provision of the Allied Health Services, being the fee per Shift
- **HeyLucy! Website** means our website at www.heyLucy.com.au.
- **Loss** refers to any loss, liability, damage, cost, or expense.
- **Allied Health Clinic** means a clinic that is registered with the HeyLucy! Platform and is authorised to request Allied Health Services in accordance with these Terms of Access.
- **Allied Health Services** means the Allied Health Services delivered directly to the Allied Health Clinic by a Locum engaged through the HeyLucy! Platform.
- **Allied Health Service Fee** means the fee payable by the Allied Health Clinic for the provision of the Allied Health Services.
- **Next Day Payment Service** means payments to the Locum will be processed by MyGigsters on behalf of HeyLucy!. This service is offered by HeyLucy! and orchestrated via the MyGigsters platform. It enables approved Locums to receive payment on the next business day following submission of an approved timesheet by the Allied Health Clinic. This service is not a loan or an advance on future work. It constitutes a payout acceleration service in respect of work that has been completed and verified by the Allied Health Clinic. HeyLucy! shall be solely responsible for covering all service fees associated with the payout orchestration under this agreement. MyGigsters shall not charge locums directly for the provision of the Next Day Payment Service.
- **MyGigsters** is trading as MYGIGSTERS TECHNOLOGIES PTY LTD (ABN 34 623 710 896)
- **Allied Health Clinic Terms of Access** means the Allied Health Clinic Terms of Access contained on the HeyLucy! Website, as varied from time to time.
- **Privacy Laws** means the Privacy Act 1988 (Cth) and the Australian Privacy Principles (as defined in that Act).
- **RCTI** means a recipient-created tax invoice as defined by the GST Act.
- **Standard Terms of Engagement** the 'Terms of Engagement (Standard Terms) between the Locum and the Allied Health Clinic
- **Terms of Access** means these terms of access as varied from time to time.
- **User ID** means your email address or other details which you use to access the HeyLucy! Platform.
- **Shift** means the duration of the Engagement as specified in the Request for Allied Health Services.

- **Request for Allied Health Services** means the request by the Allied Health Clinic for the Services made through the HeyLucy! Platform in accordance with the Allied Health Clinic's Terms of Access, which has been accepted by the Locum in accordance with the Locum Terms of Access.

TERMS OF ENGAGEMENT (STANDARD TERMS) BETWEEN THE LOCUM AND THE ALLIED HEALTH CLINIC

Last updated: March 2026

These Terms of Engagement constitute an agreement between the Locum and the Allied Health Clinic for the Engagement.

By registering with HeyLucy!, each of the Locum and the Allied Health Clinic acknowledge to each other that they have read, understood and accepted these Terms of Engagement and have entered into a contract on these Terms of Engagement in respect of the Engagement.

The Locum and the Allied Health Clinic may amend these Terms of Engagement in respect of an Engagement by a document in writing.

1 ENGAGEMENT OF LOCUM

- 1.1 The Allied Health Clinic engages the Locum to provide, and the Locum agrees to provide, the Allied Health Services in accordance with the terms of this Contract for the Shift.
- 1.2 The Allied Health Services will be provided at the Premises unless otherwise agreed between the parties.
- 1.3 Nothing in this Contract will be deemed to create any partnership, franchise, agency, joint venture or relationship of employer and employee between the Allied Health Clinic and the Locum.

2 RESPONSIBILITIES

- 2.1 The Locum must carry out the Services in a conscientious, professional and expeditious manner, using all reasonable skill, care and diligence; and in accordance with their relevant Australian Board of Registration and the Australian Health Practitioner Regulation Agency ("AHPRA")

3 WARRANTIES

- 3.1** The Locum warrants and undertakes he/she:
- 3.1.1** possesses the skills and expertise to provide the Allied Health Services;
 - 3.1.2** is registered as an Allied Health Practitioner with their relevant Board of Australia and AHPRA and is qualified to perform all aspects of the Allied Health Services;
 - 3.1.3** is aware of the Allied Health Clinic's statutory and professional obligations as the proprietor of an Allied Health Clinic;
 - 3.1.4** is eligible to work in Australia;
 - 3.1.5** will abide by all Work Health & Safety obligations and take reasonable care for his/her safety and others;
 - 3.1.6** will not attend the Premises under the influence of alcohol or drugs except for prescribed medication used in accordance with the prescription; and
 - 3.1.7** will maintain and bear the cost of all necessary licenses, registrations, qualifications, training requirements and insurance during the provision of the Allied Health Services;
 - 3.1.8** will accurately enter time spent working on a Shift in the HeyLucy! Platform.

4 POLICIES AND LAWS

- 4.1** The Locum agrees to comply with the Allied Health Clinic's policies and procedures, so far as they relate to the Locum, including the policies and procedures (if any) set out in the Request for Services. Such policies and procedures may be added to or amended, in writing, from time to time. It is agreed that such policies and procedures do not form part of this Contract.
- 4.2** The Locum agrees to comply with all laws, codes, guidelines and policies that apply in connection with the Allied Health Services and its registration as an Allied Health Practitioner as set out in their relevant registration standards as proposed by their relevant registration boards and AHPRA.

5 SUPERVISION

- 5.1** The Locum must perform the Allied Health Services without supervision by the Allied Health Clinic and, subject to meeting any customer requirements and complying with any reasonable directions given by the Allied Health Clinic, can set his/her own manner of performing the Allied Health Services.

6 NO OTHER DUTIES

- 6.1 The Locum will not be required by the Allied Health Clinic to perform any duties in connection with the running or operation of the business of the Allied Health Clinic or the Premises other than the provision of the Allied Health Services.

7 OTHER SIMILAR WORK

- 7.1 The Locum can perform the same or similar work as the Allied Health Services for other entities provided:

- 7.1.1 the Allied Health Services under this Contract are performed to the satisfaction of the Allied Health Clinic and its customers; and
- 7.1.2 performing the other work by the Locum does not otherwise breach any term of this Contract.

8 REFUSAL TO PERFORM WORK

- 8.1 The Locum may refuse to perform a particular assignment proposed by the Allied Health Clinic provided:

- 8.1.1 the refusal is reasonable;
- 8.1.2 reasonable notice of the refusal is given; and
- 8.1.3 the refusal does not affect the overall performance of the Allied Health Services.

9 NO SUB-CONTRACTING

- 9.1 The Locum cannot sub-contract the Allied Health Services to another Allied Health Practitioner. If the Locum is unable to perform the Allied Health Services for any reason, he/she must, as soon as reasonably practicable, notify both the Allied Health Clinic and HeyLucy! so that a suitable replacement can be found or other arrangement made.

10 FEES AND OTHER CHARGES

This clause 10 sets out the structure of invoices issued by HeyLucy! and must be read in conjunction with clause 7 of the Allied Health Clinic Terms of Access.

- 10.1 Following completion of a Shift, HeyLucy! will issue the Allied Health Clinic with the following:

- (a) **Locum's Wage Invoice** – an invoice for the Allied Health Service Fee payable in respect of the Allied Health Services (being the Locum's wages),

which have already been paid by HeyLucy! to the Locum via the Next Day Payment Service. This invoice must be paid within 7 days in accordance with clause 7.3.1;

(b) HeyLucy! Service Fee Invoice – an invoice for the HeyLucy! Service Fee in consideration for the provision of the HeyLucy! Services; and

(c) Superannuation Contribution Notice – a notice specifying the superannuation amount payable and the details of the Locum's nominated superannuation fund, which the Allied Health Clinic must pay directly to the relevant superannuation fund in accordance with applicable law.

10.2 The Allied Health Clinic acknowledges that:

(a) HeyLucy! acts as a payment facilitator only and is not responsible for making superannuation contributions on behalf of the Allied Health Clinic; and

(b) payment of the Locum's Wage Invoice to HeyLucy! discharges any obligation owed by the Allied Health Clinic to the Locum in respect of the relevant Allied Health Services.

10.3 Travel reimbursement is only payable where it has been expressly allocated to a Shift by the Allied Health Clinic through the HeyLucy! Platform.

(a) Where applicable, travel reimbursement will be calculated using one of the following options selected by the Allied Health Clinic at the time of posting the Shift:

i. Full Travel – reimbursement calculated based on the total round-trip distance travelled by the Locum from their principal place of residence to the Premises; or

ii. Capped Travel – reimbursement calculated based on the total round-trip distance travelled, but limited to the maximum amount specified by the Allied Health Clinic for that Shift.

(b) The distance travelled will be determined by HeyLucy! using Google Maps or such other method as HeyLucy! considers appropriate, and such determination will be final;

(c) Travel reimbursement will be calculated at a rate of \$0.96 per kilometre of the round-trip distance, or such other rate as HeyLucy! may determine from time to time and publish on the HeyLucy! Platform; and

(d) any approved travel reimbursement will be included in the Allied Health Service Fee and invoiced to the Allied Health Clinic in accordance with clause 10.1(a).

10.4 The Allied Health Clinic is not required to reimburse the Locum for any costs or expenses other than:

(a) those expressly specified in these Terms of Engagement; or

(b) those approved in advance by the Allied Health Clinic through the HeyLucy! Platform or otherwise agreed in writing with HeyLucy!.

11 GST

- 11.1 Unless the context indicates otherwise, any term or expression in this clause that is defined or used in the GST Act has the meaning given to it in that Act.
- 11.2 The Charges for any supply made under or in connection with this Contract are exclusive of GST.
- 11.3 If:
- (a) a party makes a supply under or in connection with this Contract that is subject to GST; and
 - (b) the consideration for that supply is not expressed to be GST inclusive, then, in addition to the consideration otherwise payable for that supply, the recipient must, subject to receipt of a valid tax invoice or RCTI, pay an amount equal to the GST payable in respect of that supply.
- 11.4 HeyLucy! will issue recipient created tax invoices (RCTIs) in respect of the supply of the Allied Health Services to the Allied Health Clinic on behalf of the Locum, and the Allied Health Clinic must pay each RCTI to HeyLucy! in accordance with the Allied Health Clinic Terms of Access.
- 11.5 The Locum must not issue a tax invoice in respect of the supply of the Allied Health Services.
- 11.6 The Locum warrants that they are registered for GST and must notify the Allied Health Clinic if they cease to be registered.
- 11.7 The Allied Health Clinic warrants that it is registered for GST and must notify the Locum if it ceases to be registered or ceases to satisfy the Australian Taxation Office requirements for RCTIs.
- 11.8 The parties acknowledge that they are parties to a valid RCTI agreement for the purposes of the GST Act.

12 OTHER TAX MATTERS

- 12.1 Each party agrees to do all that is necessary to assist the other party in relation to providing documentation for taxation purposes.
- 12.2 The Allied Health Clinic is not responsible for any taxation liability regarding Allied Health Services provided by the Locum under this Contract, including to PAYG tax, GST, Payroll Tax or any superannuation payment or obligation under *the Superannuation Guarantee (Administration) Act 1992 (Cth)*.

13 BENEFITS

- 13.1** As an independent contractor the Locum is not entitled to any benefits, payments or allowances (including annual leave, personal leave, long service leave or any other leave to which the Locum might otherwise have been entitled if the Locum was an employee and not an independent contractor).

14 EQUIPMENT AND FACILITIES

- 14.1** The Locum will provide his/her own protective clothing and any items of equipment considered by him/her to be necessary for the provision of the Allied Health Services, which are not already available at the Premises.

15 INDEMNITY AND INSURANCE

- 15.1** The Locum indemnifies and must keep indemnified the Allied Health Clinic and each other Indemnified Person from and against Loss incurred by the Allied Health Clinic arising directly or indirectly as a result of or in connection with:
- 15.1.1** the personal injury to or death of anyone and damage to any property caused by the Locum in providing the Allied Health Services;
 - 15.1.2** the acts, errors or omissions of the Locum in providing the Allied Health Services; or
 - 15.1.3** the Allied Health Clinic treating the relationship between it and the Locum as one of independent contractor.
- 15.2** The Locum must, at his/her cost, effect and maintain during the term of this Contract professional indemnity insurance that complies with their relevant Allied Health Clinic Board of Australia's registration standard.
- 15.3** The Locum must provide to the Allied Health Clinic evidence of this insurance on request.
- 15.4** The indemnity in this clause is held on bare trust by the Allied Health Clinic for each other Indemnified Person (who may claim directly under it) and continues after the termination of this Contract.

16 TERMINATION

- 16.1** This Contract will terminate if the Locum or the Allied Health Clinic cancels the Engagement in accordance with the Locum Terms of Access or the Allied Health Clinic Terms of Access.
- 16.2** Unless terminated earlier in accordance with this clause 16, this Contract will automatically terminate at the end of the Shift.
- 16.3** This Contract may be terminated:

- 16.3.1** at any time by either party for any reason by giving not less than 72 hours' prior written notice to the other party; or
- 16.3.2** by the Allied Health Clinic immediately, without notice or payment, if the Locum:
- (a)** engages in dishonesty, fraud, or a criminal offence, or becomes bankrupt;
 - (b)** engages in serious misconduct or serious neglect of duty in connection with the provision of the Allied Health Services;
 - (c)** breaches this Contract and the breach is not capable of remedy;
 - (d)** breaches this Contract and fails to remedy the breach within 2 days after being required to do so; or
 - (e)** engages in any act or omission which, in the reasonable opinion of the Allied Health Clinic, has or is likely to have a material adverse effect on the Allied Health Clinic, its personnel, or its reputation.

For the avoidance of doubt, any termination of an Engagement is subject to the cancellation provisions set out in clause 5.

- 16.4** Upon termination of this Contract, the Locum must promptly (and in any event within 3 days) return to the Allied Health Clinic all property belonging to the Allied Health Clinic in their possession or control, including any Confidential Information.
- 16.5** Termination of this Contract does not affect any rights, remedies, obligations or liabilities of either party that have accrued up to the date of termination, including (without limitation) any obligation to pay any Charges or fees owing under this Contract.

17 CONFIDENTIAL INFORMATION

- 17.1** All Confidential Information is and remains the property of the Allied Health Clinic.
- 17.2** The Locum must not, at any time during or after the termination of this Contract, for any reason directly or indirectly disclose or use (or attempt to disclose or use) any Confidential Information for his/her own benefit or the benefit of any other person or entity.
- 17.3** The Locum may communicate Confidential Information only:
- 17.3.1** in the proper performance of the Allied Health Services;
 - 17.3.2** if required to do so by the Allied Health Clinic or by law;
 - 17.3.3** to obtain legal or accounting advice relating to the Services or the terms of this Contract; or
 - 17.3.4** if the Locum obtains the Allied Health Clinic's prior written consent.

- 17.4 The Locum must use his/her best endeavours to prevent the unauthorised use or disclosure of any Confidential Information by third parties.
- 17.5 If there should be any uncertainty as to whether information is Confidential Information or is lawfully within the public domain, such information is taken to be Confidential Information and/or not permitted to be disclosed unless the Allied Health Clinic advises the Locum in writing that the information is not Confidential Information and/or that it may be disclosed.

18 WARRANTIES

- 18.1 The Locum warrants that:
- 18.1.1 he/she has read and understood this Contract;
 - 18.1.2 he/she has obtained, or had the opportunity to obtain, independent legal advice about this Contract;
 - 18.1.3 he/she agrees that no promise, representation or inducement has been made by the Allied Health Clinic, other than this Contract, for him/her to sign this Contract;
 - 18.1.4 there are no restrictions which operate to prevent him/her performing the Allied Health Services under this Contract;
 - 18.1.5 this Contract reflects the whole agreement between the parties concerning the Allied Health Services and replaces any previous agreements, arrangements or understandings between the parties; and
 - 18.1.6 he/she is aware the Allied Health Clinic is relying on these warranties.

19 GENERAL

- 19.1 This Contract is governed by the laws of the State of South Australia. The parties submit to the non-exclusive jurisdiction of the courts of South Australia.
- 19.2 Any amendment to this Contract must be agreed to by the parties in writing.
- 19.3 The obligations of the parties under clauses 3, 13, 15, 16.4 and 17 survive the termination of this Contract.

20 Definitions

- 20.1 In this document unless the context requires otherwise:
- **Charges** means the Fee and (if applicable) the Travel Expense Reimbursement Amount.
 - **Contract** means the contract between the Locum and the Allied Health Clinic created in accordance with the Locum Terms of Access and the Allied Health Clinic's Terms

of Access contained on HeyLucy!'s website on these Terms.

- **Confidential Information** includes
 - (a) the terms of this Contract;
 - (b) the terms on which the Allied Health Clinic's contracts with its clients, customers, or suppliers;
 - (c) business information relating to the Allied Health Clinics operations, affairs, current and future business plans and models, data bases, methodologies, manuals, existing or contemplated products and services, advertising manuals, ideas, concepts, trade secrets, designs, copyrights, patents, design improvements, all financial, accounting, marketing and technical information, financial projections, customer lists and customer files, data surveys, research, reports, pricing schedules, pitches, tenders, know-how, computer software including the source code, technology, operating procedures and other information, used by or relating to the Allied Health Clinic; and
 - (d) any other information which by its nature, or because the Locum has been told that it is confidential, is or could reasonably be expected to be confidential to the Allied Health Clinic or its customers.

This definition excludes any information which:

- (a) has lawfully become part of the public domain other than as a result of a breach of this Contract;
 - (b) was known by the Locum prior to the Allied Health Clinic disclosing the information; or
 - (c) the Locum is required by law to disclose.
-
- **Engagement** means the Engagement by the Allied Health Clinic of the Locum to provide the Allied Health Services in accordance with this Contract.
-
- **Fee** means the fee specified in the Request for Services.
-
- **GST Act** means the *A New System (Goods and Services Tax) Act 1999* (Cth).
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- **Indemnified Person** means the Allied Health Clinic and each partner, shareholder, director, officer, employee, contractor and representative of the Allied Health Clinic.

- **Locum** means the allied health practitioner that has accepted the Request for Services in respect of the Engagement.
- **HeyLucy!** means Allied Health Locums Pty Ltd ABN 82 676 643 824 trading as HeyLucy!.
- **HeyLucy! Platform** means the online platform and mobile application owned and operated by HeyLucy!.
- **HeyLucy! Website** means our website at www.heyLucy.com.au.
- **Locum Terms of Access** Access means the Locum Terms of Access published on the HeyLucy! Website.
- **Allied Health Clinic** means the Allied Health Clinic that has made the Request for Services in respect of the Engagement.
- **Allied Health Clinic's Terms of Access** means the Allied Health Clinic's Terms of Access published on the HeyLucy! Website.
- **Premises** means the premises of the Allied Health Clinic identified in the Request for Services.
- **Request for Allied Health Services** means the request by the Allied Health Clinic for the Services made through the HeyLucy! Platform in accordance with the Allied

Health Clinic's Terms of Access, which has been accepted by the Locum in accordance with the Locum Terms of Access.

- **Allied Health Services** means the Locum services specified in the Request for Services.
- **Shift** means the duration of the Engagement as specified in the Request for Services.
- **Travel Expense Reimbursement Amount** means the daily amount that the Allied Health Clinic must (if applicable) pay the Locum in respect of travel in accordance with clause 10.3.
- **Next Day Payment Service** means payments to the Locum will be processed by MyGigsters on behalf of HeyLucy!. This service is offered by HeyLucy! and orchestrated via the MyGigsters platform. It enables approved Locums to receive payment on the next business day following submission of an approved timesheet by the Allied Health Clinic. This service is not a loan or an advance on future work. It constitutes a payout acceleration service in respect of work that has been completed and verified by the Allied Health Clinic. HeyLucy! shall be solely responsible for covering all service fees associated with the payout orchestration under this agreement. MyGigsters shall not charge locums directly for the provision of the Next Day Payment Service.
- **MyGigsters** is trading as MYGIGSTERS TECHNOLOGIES PTY LTD (ABN 34 623 710 896)