

Terms of Service

Welcome to Sunshade Capital Pty Ltd trading as Recruit Complete (ABN 54 612 233 637).

We are delighted you have chosen to join us but before you start using Recruit Complete products and services, we need you to read and accept our Terms of Service (Terms).

We have done our best to explain our Terms in a straightforward way, so it is straight forward as to what we expect from you and what you can expect from us.

Please ensure you read all sections, as these are your legal rights and obligations. Your use of Recruit Complete products and services is dependent on your acceptance of our Terms. If you can't agree to our Terms, then you are unable to use our product and services.

If you still have questions or comments after reading these Terms, contact us.

Joining and using Recruit Complete

1. **You and Recruit Complete:** When we say you or your, we refer to both you and any entity or organisation you are authorised to represent. When we say Recruit Complete, we, our or us, we are referring to the Recruit Complete entity you contract with and pay fees to.
2. **Our products and services:** Our **products** and **services** consist of all the products and services we provide now or in the future, including our Workforce, Payroll and Human Capital Management web and mobile application solutions and support services. We make no guarantee that our products or services will operate on all web browsers you may use.
3. **Creating an account:** When you request us to create an **account** to enable the use our product and services and accept these Terms, you become a **subscriber**. The subscriber is the person or entity responsible for paying for the subscription.
4. **People invited to use Recruit Complete:** An **invited user** is a person other than the subscriber who has been invited to use our products and services through a subscription. All invited users must comply with our Terms to use our products and services.
5. **User roles and access:** As a subscriber inviting others into a subscription, it is your responsibility to understand the permissions you are granting to invited users.
6. **The right to use our products and services:** Whether you are a subscriber or an invited user, based on the subscription type, user role, and level of access you have been granted, we grant you the right to use our products and services for as long as the subscription is valid. This is for as long as the subscriber continues to pay for the subscription, until the subscription is terminated, or until your access is revoked.
7. **Subscriber role:** The subscriber takes full responsibility for controlling how the subscription is managed, and who has access to it. For example, as a subscriber:
 - You can transfer a subscription.
 - You control all access to a subscription and can change or stop access at any time. The subscriber decides who is invited to use our products and services that you have subscribed to and the level of access the invited user has.

- You are responsible for resolving any disputes with any invited users over access to your subscription.
 - You are responsible for all your invited users' activity.
8. **Your responsibilities:** By continuing, you promise to keep your information up to date, including a current email address. It is your responsibility to provide true, accurate and complete information and for verifying the accuracy of any information that you use from our products and services for your legal, tax, and compliance obligations. It is also your responsibility to protect your username and password from being stolen or misused. Our service has minimum password standards however it is up to you to ensure that passwords are strong and not easily guessable.
 9. **When we introduce new or revised products and services:** We are always thinking about how to continuously improve Recruit Complete products and services for all users, which means we expand our products and services. Additional terms might apply for new or updated products and services. If applicable, we will endeavour to let you know about the additional terms that we will post to our web site.
 10. **What we own:** Unless otherwise stated, we own everything we have put into our products and services, excluding content owned by others or the services provided by integration to third-party providers. This includes rights to the design, compilation, and look and feel of our products and services. Rights to all copyrighted works, user guides, manuals, trademarks, designs, inventions, and other intellectual property are also included. You agree not to copy, distribute, modify, or make derivative works of any of our content or use any of our intellectual property rights in any way not expressly permitted by us.

Pricing

11. **Trial subscriptions:** On initial sign up, you may be able to opt for a free trial period if we offer one, based on the terms specified at the time. If you choose to continue using our products and services after the trial, you will be invoiced when the trial period expires. If you choose not to continue using our services following a trial, you may email us to delete your organisation and 30 days' notice is required.
12. **Recruit Complete pricing plans:** Based on your subscription type, your use of our products and services generally require you to pay us fees (the fee) in advance and any other fees advised to you in other communication forms.

The pricing plan consists of the subscription and subscription fees that you have been offered. The pricing plan may vary by region and includes information set out in the offer details and pricing page. We may update or amend the pricing plan from time to time and the terms of the pricing plan form part of these Terms. As with any other changes to our Terms, changes to the pricing plan will not apply retrospectively. If changes are made and you are a subscriber, we will make every effort to advise you.

13. **Taxes for your use of our products and services:** As the subscriber, you are responsible for paying all other external fees and taxes associated with your use of our services wherever levied.

14. **Additional services:** Additional Recruit Complete products and services such as product support might be available, depending on where you're based and how you use our products and services. These additional services will incur extra implementation costs and/ or other fees.
15. **Importance of timely payments:** To continue accessing our products and services, timely payments will need to be made, which are generally the 20th of the month following date of our invoice unless advised otherwise. To avoid delayed or missed payments, please make sure we are supplied with correct billing contact information. If we do not receive timely payments, we may suspend access to your subscription until the payment is made.
16. **Other payment terms:** We request that invoice disputes are raised in writing no later than five business days following the date of an invoice.

The reason for the dispute is to be emailed to support@recruitcomplete.com and you agree to pay all non-disputed amounts in each invoice on or before due date.

You cannot offset amounts payable and if you elect to terminate services with us by giving 30 days' written notice, you agree to pay all invoices on issue and for products and services used and/ or undertaken up to the date of termination on/before due date.

All fees and charges are invoiced in AU\$ plus GST, if any, and are payable to our Australian nominated bank account.

Data use and privacy

17. **Use of data:** We do not own your data, however by entering or uploading your data into our services, you grant us a licence to use, control, process, copy, transmit, store, analyse and back up all data submitted. This includes personal data of yourself and others to enable you to use our products and services; allow us to improve, develop, and protect our services; create new services; communicate with you about your subscription; and send you information we think may be of interest to you.
18. **Use of your own personal data:** We take data protection seriously and respect your privacy. In addition to these terms, our Privacy Policy, General Data Protection Policy, and Data Subject Access Rights & Procedures available from our website sets out in detail how we process your own personal data, such as your name and email address, that you enter into our products and services.
19. Recruit Complete will comply with all applicable privacy laws relating to the handling of personal information, including the Privacy Act 1988 (Cth), Australian Privacy Principles, New Zealand Privacy Act 2020, UK GDPR and EU GDPR where applicable. Recruit Complete will implement reasonable technical and organisational measures to protect personal information against unauthorised access, disclosure, alteration, or destruction.
20. **Use of personal data you enter about others:** The Subscriber remains responsible for determining the purposes and means of processing personal information entered into the Products and Services. Recruit Complete will process such personal information solely for the purpose of providing the Products and Services and complying with its legal obligations.
21. **Anonymised statistical data:** We may create anonymised statistical data from your data and usage of our services, including through aggregation. Once anonymised, we may use it for

our own purposes, such as to identify business trends, to provide and improve our services, to develop new product offerings, and for other uses we communicate to you.

22. **Data breach notifications:** Recruit Complete will maintain procedures for identifying, responding to, and managing actual or suspected data breaches. Where Recruit Complete becomes aware of unauthorised access to, disclosure of or loss of Customer Data, Recruit Complete will notify the Subscriber without undue delay and provide information reasonably available regarding the nature of the incident, affected data and remedial actions being undertaken. Both parties agree to cooperate in good faith in relation to any required notifications under applicable privacy legislation.
23. **Customer Data Ownership:** The Subscriber retains all right, title and interest in and to all Customer Data entered, uploaded, generated, or stored within Recruit Complete. Nothing in these Terms transfers ownership of Customer Data to Recruit Complete. The Subscriber grants Recruit Complete a non-exclusive, royalty-free licence to host, process, transmit, store, back up and otherwise use Customer Data solely for the purpose of providing the Products and Services and complying with its legal obligations.

Confidential information

24. **Keeping it confidential:** You may share confidential information with us, and you may become aware of confidential information about us, while using our products and services. By accepting these terms, you agree to take reasonable steps to protect the other party's confidential information from being accessed by unauthorised individuals. If required to do so, you or we may share each other's confidential information with legal or regulatory authorities. If you breach this clause, we are entitled to terminate your subscription and commence whatever actions are deemed necessary by Recruit Complete to protect and enforce this clause, with costs being at your cost and expense.

Security

25. **Security safeguards:** To do our part to help keep your data safe and secure, we have invested in technical, physical, and administrative safeguards. While steps have been taken to help protect your data, no method of electronic storage is completely secure, and we cannot guarantee absolute security. If there appears to be unauthorised access to your account, we will notify you and we may also restrict access to certain parts of our services until you verify that access was by an authorised user.
26. **Account security features:** To make your account more secure, we may introduce security features such as two-step authentication. Depending on your location or what services you are using, we may require you to adopt some of these security features. Where we make the use of security features optional, you are responsible (meaning we are not liable) for any consequences of not using those features. We strongly encourage you to use all optional security features.
27. **Playing your part to secure your data:** You have an important part to play in the security of your data by keeping your login details secure, not providing details for any other person to use them, and by making sure you have strong security on your own systems. If you realise there has been unauthorised use of your password or any breach of security to your account or email address linked to your account, you are required to let us know immediately. You

also agree to not store personal data in free-form fields in any of Recruit Complete systems or services (unless it is a field explicitly asking for personal data - like a first name or a last name), bank account details, credit card details, or tax identifiers. For more information on how to keep your data secure, read our Privacy policy.

28. **Information Security Management:** Recruit Complete maintains an Information Security Management System (**ISMS**) designed to protect the confidentiality, integrity, and availability of Customer Data. Recruit Complete may implement security controls including access controls, encryption, backup procedures, monitoring, vulnerability management, incident management, and security awareness training. Recruit Complete reserves the right to modify such controls from time to time provided overall security standards are not materially reduced.
29. **Multi-Factor Authentication:** Recruit Complete may require Subscribers and Invited Users to use Multi-Factor Authentication (MFA) for access to Products and Services. Where MFA is offered but not enabled by the Subscriber, Recruit Complete shall not be liable for losses resulting from unauthorised access that could reasonably have been prevented through MFA.

Apps and third-party products

30. **Other services:** Some of our products and services, such as Recruit Complete integrations are available through other companies' services, such as ClickSend or other third-party providers. These companies may have their own additional terms and conditions and privacy notices that apply to you.
31. **Third-party products:** You may use data, services, and apps from other companies (**third-party products**) along with the use of our products and services. Any third party providing a third-party product or service is a **provider** and is independent of us, so it is up to you to be aware that a provider may also charge you fees in addition to what you pay us. Alternatively, if you use a third-party service, for example SMS/Text, then we are entitled to invoice the subscriber all third-party fees.
32. **Third-party terms and descriptions:** Third-party products are subject to terms and conditions and privacy notices set by the providers. These include how the provider will use your data that you make available to them via Recruit Complete integration with the third-party. Ensure you thoroughly read and make sure you agree to their terms and conditions and understand their approach on personal and non-personal data before connecting with them. While we make reasonable efforts to check the accuracy of the descriptions of third-party products that we publish, and any associated links, we are not responsible for any representations contained in those descriptions. We don't endorse or assume any responsibility for third-party products or services and have no liability whatsoever if a third-party product or service does not perform.
33. **Use of your data to connect you to third party products:** We will use your personal data contained in Recruit Complete for any connection to third-party products if you choose to use products and services provided by a third-party. Any data received as a result of that connection will be used in line with our Privacy Policy and these terms.
34. **Artificial Intelligence Services:** Certain Products and Services may incorporate artificial intelligence, machine learning, or automated decision-support functionality. Outputs

generated by such functionality are provided for informational and operational assistance only. The Subscriber remains solely responsible for reviewing, validating, and approving all decisions, actions, communications, payroll calculations, employment decisions, and compliance obligations arising from use of the Products and Services.

35. **Payments to Recruit Complete:** To ensure you are aware, some third-party providers may pay Recruit Complete a fee that may be related to referrals from Recruit Complete; revenue made by the provider; or data that the providers access about you through our services with your consent.

Maintenance, downtime, and data loss

36. **Availability:** Recruit Complete will use commercially reasonable efforts to make the Products and Services available at all times, excluding scheduled maintenance, emergency maintenance, third-party outages, and events beyond Recruit Complete's reasonable control. Recruit Complete does not warrant uninterrupted or error-free operation of the Products and Services.
37. **Service Levels:** Unless otherwise agreed in writing, Recruit Complete will provide support during published business hours and will use reasonable efforts to respond to support requests within one Business Day. Nothing in this clause constitutes a guarantee of resolution times unless expressly agreed under a separate Service Level Agreement.
38. **Multi-Tenant Cloud Hosting:** The data you provide to us is hosted by our chosen hosting partner in Australia unless otherwise advised. Our hosting partner is a third-party provider, so the terms referenced above apply. We have no control of server up-time or when that provider decides to undertake maintenance, patches and/or improvement that in turn may affect your access to Recruit Complete. Recruit Complete does not guarantee server up-times and is not responsible for server outages and associated effects to the subscriber and your users.
39. **Multiple hosting options:** Options are available for your Recruit Complete solution to suit your requirements, from multi-tenant cloud, fully managed dedicated to on-premises hosting. Contact us to discuss, if required.

Your solution can also be hosted on Microsoft Azure, Oracle or AWS servers if required, noting your data will always reside in Australia.

We will confirm your preferred hosting strategy and depending on your hosting preference, we can then confirm additional costs associated.

40. **Access issues:** As Recruit Complete requires the internet to operate, occasionally you might not be able to access our services and your data. This might happen for any number of reasons, at any time, and is outside of our control.
41. **Data loss:** When using any cloud technology, data loss is an unavoidable risk. It is your responsibility to maintain copies of your data entered into our services. Recruit Complete has daily back-ups in place with its third-party hosting provider and will use reasonable endeavours to restore available backups where technically possible.

42. **Disaster Recovery and Business Continuity:** Recruit Complete maintains business continuity and disaster recovery procedures designed to minimise service disruption and data loss. Backups are performed periodically and tested as considered appropriate by Recruit Complete. Recovery objectives may vary depending on hosting configuration and subscription type.
43. **Service Interruptions:** To the maximum extent permitted by law, Recruit Complete shall not be liable for temporary service interruptions, downtime or access issues arising from maintenance, third-party service failures, internet outages, cyber security incidents, or events beyond its reasonable control.
44. **Problems and support:** If you have a problem or require support, please log a ticket on our [Customer Portal](#). Recruit Complete support team will endeavour to reply to you within 24 hours, but we are not under any service level agreement to do so.
45. **Modifications:** We often release updates, modifications and enhancements to our products and services, and in some cases discontinue features. We will endeavour to notify you when this occurs.

Do's and don't's

46. **Feedback:** We appreciate receiving feedback and may use your feedback without restriction.
47. **Help using our services:** Guidance and support is provided to help you use our products and services. You agree to use our products and services only for lawful business purposes and in line with the instructions and guidance we provide in accordance with these Terms of Service.
48. **Limitations:** Some of our products and services may be subject to limits.
49. **No-charge:** We may, on occasion, offer a product or service at no charge for a limited time – for example, a time-limited trial account. Due to the nature of these services, you use them at your own risk.
50. **While we can't cover everything here, we do want to highlight a few more examples of things you must not do:**
 - Undermine the security or integrity of our computing systems or networks.
 - Use our products and services in any way that could impair functionality or interfere with other people's use.
 - Access any system without permission.
 - Introduce or upload anything to our products or services that includes **harmful code**, which means any computer code that is intended or known to be harmful, destructive, disabling or which in assist in, or enable theft of, alteration, denial service, unauthorised disclosure of destruction or corruption of data, including viruses, worms, spyware, adware, key loggers, trojans and any new threats that may be classified.
 - Share anything that may be offensive, violates any law, or infringes on the rights of others.
 - Modify, copy, adapt, reproduce, disassemble, decompile, reverse engineer, or extract the source code of any part of our products or services.

- Resell, lease, or provide our products or services in any way not expressly permitted through our services.
 - Repackage, resell, or sublicense any data accessed through our services.
 - Commit fraud or other illegal acts through our services.
 - Act in a manner that is abusive or disrespectful to a Recruit Complete employee, partner, or other Recruit Complete customer. We will not tolerate any abuse or bullying of our Recruit Complete employees in any situation and that includes interaction with our support teams.
51. **Service Interruptions:** To the maximum extent permitted by law, Recruit Complete shall not be liable for temporary service interruptions, downtime or access issues arising from maintenance, third-party service failures, internet outages, cyber security incidents, or events beyond its reasonable control.
52. **Immediate Suspension:** Recruit Complete may immediately suspend access to the Products and Services where it reasonably believes that continued access presents a cyber security risk, legal risk, privacy risk, fraud risk, sanctions risk or risk of harm to Recruit Complete, its customers or third parties.

Termination

53. **Subscription period:** Your subscription is valid for the period covered by the subscription fee paid or payable in advance. These terms automatically continue at the end of each billing period for a further period of the same duration as the previous one, provided you continue to pay the subscription fee in accordance with the pricing plan.
54. You can terminate your subscription at any time by providing 30 days' written notice in advance. You will still need to pay all relevant subscription fees and any other fees invoices/to be invoiced up to and including the day of termination. To terminate your subscription, please log a ticket on our [Customer Portal](#).
55. **Termination by Recruit Complete:** By providing 30 days' written notice in advance, Recruit Complete may choose to terminate your subscription at any time. Recruit Complete may also terminate or suspend your subscription or access to all or any data immediately if:
- you breach any of these terms and do not remedy the breach within 14 days after receiving notice of the breach,
 - you breach any of these terms and the breach cannot be remedied,
 - you fail to pay your subscription fees, or
 - you or your business becomes insolvent, your business goes into liquidation or has a receiver or manager appointed over any of its assets, you become insolvent or make any arrangement with your creditors or become subject to any similar insolvency event in any jurisdiction.

If we terminate your subscription, you have an obligation to return and/or securely destroy our confidential information. We may ask you to sign a notice confirming your compliance with this request and you agree to sign the certificate if requested to do so. You also agree to abide by the confidentiality clauses in our Terms of Service apply after termination.

56. **No refunds:** If you terminate your subscription or Recruit Complete terminates it in accordance with these terms, no refund is due to you.
57. **Retention of your data:** Following termination, Customer Data will be retained for a period of ninety (90) days unless a longer period is required by law or agreed in writing. During this period, the Subscriber may request extraction of Customer Data in a reasonably accessible format. Following expiry of the retention period, Recruit Complete may permanently delete Customer Data.

Liability and indemnity

58. **You indemnify us:** You indemnify us against all losses, costs (including legal costs), expenses, demands or liability that we incur arising out of, or in connection with, a third-party claim against us relating to your use of our products and services or any third-party product (except as far as we're at fault).
59. **Intellectual Property Indemnity:** Recruit Complete indemnifies the Subscriber against any third-party claim alleging that the Products and Services infringe the intellectual property rights of that third party, except to the extent such claim arises from Subscriber Data, Subscriber modifications, third-party integrations selected by the Subscriber, or use of the Products and Services contrary to these Terms.
60. **Limitation of liability:** Other than liability that we can't exclude or limit by law, our liability to you in connection with our products and services or these terms, in contract, tort (including negligence) or otherwise, is limited as follows:
 - We have no liability arising from your use of our products and services for any loss of revenue or profit, loss of goodwill, loss of customers, loss of capital, loss of anticipated savings, legal, tax or accounting compliance issues, damage to reputation, loss in connection with any other contract, or indirect, consequential, incidental, punitive, exemplary, or special loss, damage, or expense.
 - For loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover that data from our available backups.

Our total aggregate liability to you in any circumstances is limited to the total amount you paid us for your subscription in the 1 month immediately preceding the date on which the claim giving rise to the liability arose.

Disputes

61. **Dispute resolution: Dispute Resolution:** Before commencing court proceedings, either party must provide written notice of the dispute and the parties must attempt to resolve the dispute through good faith negotiations for a period of not less than twenty-one (21) days. Nothing prevents a party seeking urgent interlocutory or injunctive relief.

Important housekeeping

62. **No professional advice:** Recruit Complete is not a professional services firm of any sort and therefore is not in the business of giving any kind of professional advice. We may provide you with information we think could be helpful or useful in running your business, however this

should not be seen as a substitute for professional advice. We are not liable for your use of the information in that way.

63. **Events outside our control:** We do our best to control what can be controlled. We are not liable to you for any failure or delay in performance of any of our obligations under these terms arising out of any event or circumstance beyond our reasonable control.
64. **Notices:** Any notice you send to Recruit Complete must be sent to our support team (support@recruitcomplete.com), and any notices we send to you will be sent to your email address provided through your subscription.
65. **Exclusion:** There may be, in some places, non-excludable warranties, guarantees or other rights provided by law (**non-excludable guarantees**). These terms do not exclude, restrict, or modify them – they still apply. We are bound only by the express promises made in these terms; except for non-excludable guarantees and other rights you have that we cannot exclude. Our liability for breach of a non-excludable guarantee is limited, at our option, to either replacing or paying the cost of replacing the relevant product or service (unless the non-excludable guarantee says otherwise).
66. **Export limitations:** You must not use our products or services in violation of any export or trade embargo laws that apply to you.
67. **Blocking your access, disabling your subscription, or refusing to process a payment:** As Recruit Complete operates globally, different laws may apply in different countries that may restrict our relationship with you. If we reasonably believe there's a risk - like a potential breach of a law or regulation - associated with you, your company, your subscription, or a payment, we may block your access, terminate your subscription, or refuse to process a payment. Examples include transactions where the payment is from a sanctioned person or country; or where we reasonably believe there is a legal or regulatory risk or a risk of loss being suffered by us or our customers or partners. You promise that you are not located in a sanctioned country and are not on a sanctioned persons list. We may also block users from a country if we can't receive payments from that country and we may take any of these actions without notice.
68. **Relationship between the parties; assignment:** Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us, or between you and any other subscriber or invited user. It is your sole responsibility for resolving disputes between you and any other subscriber or invited user. As we deem appropriate, Recruit Complete may assign these terms - or any of our rights or obligations in these terms - to another Recruit Complete entity. **Recruit Complete entities** are the companies controlled by or under common control with Sunshade Capital Pty Limited (an Australian company with registration Australian Business Number 54 612 233 637).
69. **Changes to these terms:** We will make every effort to let you know if, or when, we decide to change these terms of use. We usually endeavour to provide you with 30 days' notice of material changes before they become effective unless immediate changes are required for reasons we do not have control over. Notification will generally be by email or by posting a visible notice through our products and services. If a change is not material, we may not notify you. If you find a modified term unacceptable, you may terminate your subscription by giving the standard advance notice of 30 days to Recruit Complete.
70. **Enforcement of terms:** If there is any part of these terms that either one of us is unable to enforce, we will ignore that part, however everything else will remain enforceable.

71. **Interpretation:** It is important to note that words like ‘include’ and ‘including’ are not words of limitation and where anything is within our discretion, we mean our sole discretion.
72. **Governing Law:** These Terms are governed by the laws of Queensland, Australia. The parties irrevocably submit to the exclusive jurisdiction of the courts of Queensland and the Commonwealth of Australia.

Country	Entity	Address	ACN	Law	Venue
Australia	Sunshade Capital Pty Limited	P O Box 688, Mooloolaba, QLD, 4557, Australia	612 233 637	Queensland, Australia	Maroochydore, Queensland, Australia

Contact us

If you would like to contact us to discuss our products or services, you can do so by using one of the following methods.

1. Raise a Support Ticket: Simply [click on this link](#), fill out the form and click “Send.” Be sure to provide us with your name and contact details as well.
2. Email: Send us an email to support@recruitcomplete.com
3. Mail: Post your correspondence to us at P O Box 688, Mooloolaba, Queensland, 4557, Australia.
4. Phone: Give us a call between 8.30am – 5.00pm Queensland, Australia time on +61 7 3040 2098.