



For care and support professionals

Newly Web Portal Agreement - Carers

Agreed Terms

These Agreed Terms, together with any policies implemented by Newly from time to time, and which are available on the Web Portal, form an agreement (**Agreement**) between you and **Newly HealthcareLink Pty Ltd (ABN: 38 628 808 266)** of 101, 22 Hunter St, Parramatta NSW 2150 (**Newly, us or we**) in respect of your access to, and use of the Web Portal. You agree to be bound by this Agreement each time you use or access the Web Portal.

DESCRIPTION

- A. Newly has developed certain software solutions and platforms that allows care and support professionals to register an account on the Web Portal, receive employment tips and find work in this area. Newly provides access to the Web Portal to Carers via the Website to, among other things, access the features and functionality of the Web Portal to create a Profile and to access certain programs, training, employment related opportunities and tips to assist Carers to be placed with Clients (the **Services**).
- B. You wish to access the Web Portal to register an account and create a Profile. Newly has agreed to provide you access to the Web Portal to allow you to use the features and functions of the Web Portal and to provide you the Services in accordance with the terms of this Agreement.
- C. To finalise this Agreement, you will be asked to accept these Agreed Terms by clicking the accept option at the end of these Agreed Terms. By clicking accept both you and Newly agree that your access to, and use of, the Web Portal is governed by this Agreement.

Terms and Conditions

1. DEFINITIONS AND STRUCTURE

- (a) Words and phrases in this Agreement that have special meaning are defined in Schedule 1 to this Agreement.
- (b) In the event of any conflict, the documents comprising this Agreement will be read in the following order:
 - (i) the clauses of the Agreed Terms; and
 - (ii) Schedule 1 (Defined Terms).

2. COMMENCEMENT AND DURATION

This Agreement commences on the Commencement Date and continues unless and until terminated in accordance with clause 12 (**Term**).

3. WEB PORTAL ACCESS

3.1 Registration

- (a) You must register with Newly as a Carer in order to access the Web Portal and use the Services, including creating your Profile.
- (b) During registration, you will be asked to create an Account and set up your Profile. In order to set up your Account, you will be provided with an username and password which you can change at any time after your Account setup is finalised.
- (c) By creating an Account and using the Web Portal and Services, you represent and warrant that:
 - (i) you have the full right, capacity and authority to enter into this Agreement;
 - (ii) you are and will continue to be an Australian citizen and/or a person legally authorised to work in Australia; and
 - (iii) you are capable of providing, and have the necessary skills, qualifications and experience to provide, the Care Services.
- (d) Once you have created your Account, you may use the Services in accordance with this Agreement.

3.2 Use of the Web Portal

Newly grants you a:

- (a) right to access and use the Web Portal during the Term, free of charge, for the purpose of:
 - (i) uploading information to create an Account;
 - (ii) using the Services; and
 - (iii) being contacted by Clients .

3.3 Terms of Use

- (a) When accessing and using the Web Portal and the Services, you must ensure that you comply with all obligations and support requirements:
 - (i) specified on the Web Portal, (as updated by us from time to time); and
 - (ii) as otherwise notified to you by Newly from time to time.
- (b) You must at all times use the Web Portal and the Services in a manner that is consistent with any and all applicable laws and regulations.
- (c) You must not:
 - (i) sublicense, assign or transfer your right to access the Web Portal to any other person (whether for commercial or non-commercial purposes);
 - (ii) except to the extent permitted by applicable law, reproduce or allow any other person to reproduce any part of the Web Portal or the Services;
 - (iii) alter, modify or merge the Web Portal or any associated material with any other information, data or material without the prior written consent of Newly;
 - (iv) except to the extent permitted by applicable law, reverse assemble, reverse compile, reverse engineer or otherwise translate the software comprised within the Web Portal;
 - (v) grant access to the Web Portal to any other person; or

(vi) store or upload any information to the Web Portal that is unrelated to your Profile.

(d) If we believe or have reason to suspect that the Web Portal is being used by you in any way which is not permitted by this Agreement, we will suspend your use of the Web Portal and the Services and block access to your Profile and your Account.

3.4 Your Content

(a) Newly accepts no liability for any of Your Content.

(b) You acknowledge that the Web Portal is not designed to store any sensitive information as defined in the Privacy Laws and Your Content uploaded by you to the Web Portal must be strictly related to your Profile.

(c) You agree that you will:

(i) only upload material to the Web Portal which either you own or you have the permission of the owner to submit;

(ii) not upload any material in which a third party owns the Intellectual Property Rights;

(iii) not submit any material to the Web Portal which contains personal information of a third party unless that third party has consented to us collecting, using and disclosing it in accordance with our Privacy Policy; and

(iv) not upload, post, exchange, make available, provide, or process any Prohibited Content on the Web Portal or using the Services.

(d) You are solely responsible for Your Content. You assume all risks associated with use of Your Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of Your Content that makes you or any third party personally identifiable.

(e) Newly has the right, but not the obligation, to independently verify any of Your Content or other information uploaded to the Web Portal by you.

- (f) You agree that, once Your Content is uploaded to the Web Portal, you immediately transfer all Intellectual Property Rights in Your Content to Newly.
- (g) We are not obliged to monitor Your Content. However, we reserve the right (without limiting our rights to seek other remedies) at any time to remove without notice any Your Content or any other content, information or material placed on the Web Portal that we consider may be in breach of this Agreement, to constitute a misuse of the Web Portal, which may otherwise be harmful to other users of the site or which breaches or may breach any law.
- (h) You will indemnify and hold us harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising (including without limitation, economic loss) suffered by us arising out of your failure to observe any of the terms relating to Your Content.

3.5 Platform

Newly will supply the aspects of its Web Portal necessary to:

- (a) provide the Services to you; and
- (b) enable you to access and use the Web Portal,

in accordance with this Agreement.

3.6 Changes to the Web Portal

Newly may modify or update the Web Portal (including any content contained in the Web Portal) and the available Services from time to time. Newly will provide you with reasonable notice of any modification or update to the Web Portal, unless it is impracticable to do so.

3.7 Your Obligations

- (a) You acknowledge that you are only permitted to use the Web Portal and the Services in accordance with the use restrictions and requirements set out in this Agreement.
- (b) You agree to comply with all applicable laws when using the Web Portal and the Services.

3.8 Backups

We are not obligated to back up any of Your Content. You are solely responsible for creating backup copies of and replacing any of Your Content that you upload to the Web Portal.

3.9 Third Party Content

- (a) The Web Portal may contain content from third parties or links to third party websites. The links are provided solely as a convenience to you and are not an endorsement by Newly of the content obtained from third parties or contained in such third party websites.
- (b) Newly does not control or guarantee the accuracy, currency or integrity of the third party content and is not responsible, and assumes no liability, for the information, content or software provided by a third party or displayed on third party websites and does not make any representations regarding the content, quality, safety or accuracy of materials of such third party content or websites. If you decide to access third party web sites, you do so at your own risk.

4. YOUR ACCOUNT AND PROFILE

- (a) In order to access and use the Web Portal and the Services you must have an Account.
- (b) You acknowledge that your username and password is secret and confidential.
- (c) You must provide all information required by Newly when creating your Profile including work history and qualifications.
- (d) You warrant that all information you provide to us is true, accurate, current and complete, and you agree to maintain and promptly update such information to keep the information true, accurate, current and complete.
- (e) You must maintain the confidentiality of both your username and password. You are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorised use, or suspected unauthorised use, of your Account or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements.

- (f) You must not allow any other person to use your Account to access the Web Portal.
- (g) You agree not to create more than one Account.
- (h) If you no longer wish to receive the Services, you must contact us either by phone on (03) 8488 7640 or via email at info@newly.com.au and request that your Profile be removed from the Web Portal.
- (i) Newly reserves the right to refuse to provide you the Services and suspend your Profile if Newly, in its sole discretion, is concerned about any Feedback about you.

5. PROPRIETARY RIGHTS

5.1 Existing Material

This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

5.2 Web Portal and Services

- (a) For the avoidance of doubt, all Intellectual Property Rights in the Web Portal (including text, graphics, logos, icons, sound recordings and software) and the Services are owned or licensed by Newly.
- (b) The content and information available on the Web Portal (including Your Content) is owned by Newly.
- (c) Other than as permitted by applicable law or authorised by this Agreement, you must not:
 - (i) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Web Portal or from any information obtained from it;
 - (ii) commercialise any information, products or the Services obtained from any part of the Web Portal; or
 - (iii) use any trademarks owned by Newly or its licensors included on the Web Portal:
 - (A) in or as the whole or part of your own trademarks or business name or company name;

- (B) in connection with activities, products or services which are not the Web Portal;
- (C) in a manner which may be confusing, misleading or deceptive; or
- (D) in a manner that disparages Newly or its information, products or services (including the Web Portal and the Services).

5.3 Intellectual Property Rights in Developed Material

- (a) The parties acknowledge and agree that all Intellectual Property Rights in Developed Material are immediately assigned to and vest in Newly upon creation and Newly may use such Developed Material in any manner it chooses.
- (b) Newly grants to you a revocable, non-transferable, non-exclusive licence during the Term to use the Intellectual Property Rights in Developed Material for the sole purpose of performing your obligations under this Agreement.

5.4 You must notify us of any potential IP Claims

You must immediately notify Newly if you become aware of any actual or potential infringement of our Intellectual Property Rights.

6. PROVISION OF CARE SERVICES

6.1 General

- (a) You acknowledge and agree that:
 - (i) the Web Portal is solely provided as a venue designed to connect Carers with Clients requiring Care Services;
 - (ii) Newly has not undertaken any vetting or other due diligence activities in relation to any Client or potential location at which Care Services are to be provided;
 - (iii) Newly has no control over and is not responsible or liable for any acts or omissions of any Carer or Client, whether on or off the Web Portal;

- (iv) Newly is not responsible for the accuracy of any information provided by a Client;
 - (v) Newly has no obligation or duty to manage or involve itself in any communications between you and any Clients;
 - (vi) it is your responsibility to undertake such activities to satisfy yourself as to the conditions (including in relation to health and safety) of any location at which you are, or may be, engaged to provide Care Services; and
 - (vii) Newly makes no representations or warranties regarding, and is not liable for, the condition of any location at which Care Services are or will be provided or for any inaccurate information or misrepresentations provided or made by or on behalf of any Client.
- (b) You represent and warrant that you:
- (i) will provide the Care Services with all due care, skill and diligence at all times; and
 - (ii) are not prohibited from providing the Care Services.

6.2 Placements

For each Placement:

- (a) you acknowledge that Newly is not your employer and Newly will not:
 - (i) provide or arrange for the Care Services;
 - (ii) participate in any interactions between you and the Client (including setting up, attending and conducting interviews), other than to provide a platform to facilitate such interaction, or where otherwise requested by the Client;
 - (iii) be a party to any contract between you and the Client;
 - (iv) have any involvement in any contractual arrangements between you and the Client; or
 - (v) accept any responsibility for:

- (A) your or any third party's acts or omissions in the provision of Care Services;
 - (B) the content of your contract with a Client; or
 - (C) payment of a salary or other employment or related entitlements or benefits owed to you in the context of a Placement.
- (b) you solely decide whether to accept a Placement offer; and
 - (c) each Client solely decides whether to offer you a Placement.

7. WARRANTIES AND DISCLAIMERS

7.1 Warranties

We warrant that, as at the Commencement Date:

- (a) we have full right and authority to enter into this Agreement; and
- (b) we will use reasonable skill and care in the performance of our obligations under this Agreement.

7.2 Disclaimers

- (a) We do not give any other warranties or representations in relation to the Web Portal or the Services and you acknowledge and agree that the Web Portal and the Services are provided on an "as is" basis only.
- (b) Although we make reasonable efforts to update the information on the Web Portal, we make no representations, warranties or guarantees, whether express or implied, that the:
 - (i) content on the Web Portal is accurate, complete or up-to-date.
 - (ii) Web Portal will be available; or
 - (iii) Web Portal will be free from infection by viruses or anything else that has contaminating or destructive properties.

- (c) The content on the Web Portal (including that provided by third parties), is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on the Web Portal.
- (d) Where the Web Portal contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.
- (e) All other warranties, representations or terms having equivalent effect that might be implied by law are excluded to the extent permitted by law, including any warranties as to satisfactory quality or fitness for a particular purpose.

8. REMOTE SUPPORT

- (a) During the Term, Newly will provide high level technical support (**Support**) to support your use of the Web Portal.
- (b) The Web Portal will automatically log issues or errors encountered by Approved Clients. [For further Support you may contact Newly to request assistance at this email address: info@newly.com.au.
- (c) Newly will provide the Support at no charge to you.

9. CONFIDENTIALITY

9.1 Confidential Information must be kept confidential

- (a) If either we or you discloses any of our Confidential Information to the other:
 - (i) the recipient must keep that Confidential Information confidential; and
 - (ii) the recipient may only use that Confidential Information for the purposes of performing its obligations under this Agreement.
- (b) The provision of access to the Web Portal to you constitutes the disclosure of Confidential Information for the purposes of this Agreement. This clause shall not apply where the Confidential Information is required to be disclosed at law.

9.2 Disclosure of specific information allowed

Despite the other provisions of this clause 9:

- (a) you permit Newly to disclose your name (or that of your organisation), address, website address, email address and phone number and identify you as a Carer on the Web Portal in order to provide the services and features of the Web Portal; and
- (b) Newly permits you to publicly disclose your name as a user of the Web Portal in order to promote yourself or your business (as applicable), but these permissions do not include the right to attribute, to Newly, any comments about its business, products or services (or about competing businesses, products or services).

9.3 Continuation of obligation

Obligations of confidentiality will continue following the termination or expiry of this Agreement for any reason.

10. PRIVACY

10.1 Our Privacy Policy

We collect Personal Information for the purpose of registering Accounts, allowing you to create your Profile and providing the features and functionality of the Web Portal. We may also disclose your Personal Information to our employees and contractors for the same purpose. Further information on what we collect and how we will use such Personal Information is set out in our Privacy Policy. We will comply with our Privacy Policy at all times.

11. LIABILITY

11.1 General

Neither party limits or excludes its liability for death or personal injury caused by its negligence, fraudulent misrepresentation, or any other liability which may not be excluded or limited by law.

11.2 Your Liability

You are liable for all your acts and omissions in connection with the provision of the Care Services and your use of the Web Portal and Services and you will be responsible for any Loss (including Consequential Loss) suffered or incurred by Newly, a Client or a third party as a result of, or in connection with, your provision of the Care Services use of the Web Portal and Services.

11.3 Newly's liability to you

- (a) To the extent permitted by applicable law and subject to clause 11.1, you acknowledge that we have no liability for any Loss of whatever nature (including Consequential Loss) suffered by you as a result of:
- (i) any unauthorised access to the Web Portal through your server/internal network or breach of this Agreement by you or any other person;
 - (ii) use of the Web Portal and / or Services in violation of this Agreement;
 - (iii) loss or corruption of electronically stored data or any damage to any computer system sustained in connection with the use of the Web Portal and / or the Services (unless it was directly and solely caused by us).
 - (iv) your acts or omissions in the provision of the Care Services; or
 - (v) any acts or omissions of any Client that engages you via the Web Portal.
- (b) Subject to clause 11.1, Newly's maximum aggregate liability to you for Loss sustained by you in connection with this Agreement is limited to at Newly's option, re-supplying the Services, or paying for the costs of re-supplying the Services.

11.4 **Your indemnity**

You indemnify Newly, its affiliates and their respective directors, officers, employees, agents, contractors, successors or assigns from and against any and all claims, actions, demands, losses, liabilities, damages, costs and expenses (including reasonable legal fees) suffered or incurred by Newly arising from or in connection with:

- (a) your use of the Web Portal or the Services in violation of this Agreement;
- (b) your breach of this Agreement; or
- (c) your infringement of a third party's rights, including Intellectual Property Rights.

12. **SUSPENSION AND TERMINATION**

12.1 **Suspension**

Newly may, without liability:

- (a) suspend or terminate your Account;
- (b) remove your Profile from the search function of the Web Portal; and/or
- (c) suspend or terminate providing the Web Portal and Services to you,

immediately if, Newly, in its sole discretion:

- (d) believes that you are in breach of any of the terms and conditions of this Agreement;
 - (e) is concerned about any Feedback received about you; or
- decides to stop providing the Web Portal and / or Services

by sending an e-mail to you at the e-mail address that you have provided for your Account or posting a notice on the Web Portal or Website.

12.2 Termination for convenience

This Agreement may be terminated at any time and for any reason by either party by providing at least 30 days' written notice to the other party. You may provide such notice by sending an email to info@newly.com.au.

12.3 Mutual termination rights

Either party may terminate this Agreement in whole or in part by notice in writing immediately, if the other party:

- (a) commits a breach of the Agreement and, where the breach is capable of remedy, a period of 30 days has expired from when the other party notified the first party of the breach without the other party remedying the breach;
- (b) commits a material breach of the Agreement, which is not capable of remedy; and
- (c) becomes, threatens to become, or is in jeopardy of becoming, bankrupt or insolvent, appointing or having an administrator appointed, or otherwise unable to pay its debts as and when they fall due.

12.4 Termination by Newly

Newly may terminate this Agreement in whole or in part by notice in writing immediately:

- (a) if you engage in wilful misconduct; or

- (b) if you breach any of your obligations under clauses 0, 3.3, 3.4, 3.7, 4, 5.2, or 9.

12.5 **Consequences of termination**

Upon termination or expiry of this Agreement:

- (a) you must cease using the Web Portal and Services immediately and return any confidential information provided by Newly in connection with this Agreement;
- (b) Newly may revoke access to the Web Portal and deactivate your Account, including deleting your username and any other information provided to us in connection with your Account;
- (c) Newly has no liability whatsoever to you for any suspension or termination of your Account or any suspension or termination of the Web Portal, or any deletion of any information you have provided to us; and
- (d) any clause that is expressed, or is by its nature intended, to survive the termination or expiry of this Agreement, and clauses 5, 9, 11, 13 and 14 will survive any termination of this Agreement.

13. **NOTICES AND RECORDS**

- (a) Any notice, approval or other direction under this Agreement must be in writing and delivered by hand, by registered post, or sent by email to the email address of the applicable party as detailed on the Web Portal, or as the party notifies the sender from time to time.
- (b) A notice, approval or other direction received after 5pm (recipient's time) is taken to be received at 9.00am on the next Business Day.

14. **GENERAL TERMS**

- (a) Neither you nor Newly will be liable for any failure or delay in performing our respective obligations under this Agreement to the extent that the failure or delay is the result of any cause or circumstance beyond our reasonable control.
- (b) You may not assign or transfer your rights or obligations under this Agreement without our written consent. We may assign or transfer our rights and obligations under this Agreement to another member of the Newly Group.

- (c) This Agreement represents the entire terms agreed between us in relation to its subject matter. You acknowledge that you have not relied upon any statement or representation not recorded in this Agreement inducing you to enter into it.
- (d) If any provision of this Agreement found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of this Agreement which shall remain in full force and effect.
- (e) Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. If any provision in this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- (f) Failure by either you or Newly to exercise any right or remedy under this Agreement does not constitute a waiver of that right or remedy.
- (g) The relationship of the parties established by this Agreement is that of independent contractors, and not an employment, agency, partnership, franchise, joint venture or any other such relationship. Each of the parties shall conduct its respective business at its own initiative, responsibility and expense and shall have no authority to incur any obligations on behalf of the other party to this Agreement.
- (h) This Agreement and any claim, dispute or controversy of any nature arising out of or relating to this Agreement, will be governed by, and construed solely and exclusively in accordance with the laws of Victoria, Australia and you agree that the courts of Victoria, Australia shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with this Agreement or the legal relationship established by it, and for those purposes irrevocably submit all disputes to the jurisdiction of the state of Victoria.

- (i) The headings in this Agreement are for convenience only and will have no legal or contractual effect.
- (j) Any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.

ACCEPTANCE OF TERMS

Permission to use the Web Portal is conditional upon you agreeing to the Agreed Terms set out above. The Web Portal and the Services are only offered to you, on condition that you have read and accepted all the Agreed Terms. Your acceptance of the Agreed Terms will bind you and all of your employees (as applicable) to the terms of this Agreement.

By clicking "I Accept" at the end of these Agreed Terms:

- (a) you represent and warrant that you are duly authorised to accept these Agreed Terms and to bind you to this Agreement; and
- (b) you acknowledge and agree that you will be deemed to have accepted the Agreed Terms set out above. If you do not wish to accept the terms, you must not click "I Accept" and you may not use the Web Portal.



For care and support professionals

Schedule 1 – Defined Terms

The following definitions apply in this Agreement:

Account	means the account created by you on the Web Portal.
Agreed Terms	means clauses 1 to 14 inclusive and Schedule 1.
Carer	means a care and support professional looking for employment opportunities that has registered with Newly as a carer through the Web Portal.
Care Services	means the care and support services as further described on the Web Portal.
Client	means an organisation providing disability and aged care support services or an individual or family seeking such care support services (as the case may be) who is registered as a client on the Web Portal.
Commencement Date	means the date that you first accept the Agreed Terms by clicking "I accept".
Confidential Information	<p>means any document, materials, information, data or item that:</p> <ul style="list-style-type: none"> (a) relates to the operation, finances or business of the disclosing party or its affiliates; (b) is made available by or on behalf of the disclosing party to the receiving party, or is otherwise obtained by or on behalf of the receiving party; and (c) is by its nature confidential, or the receiving party knows, or ought to know, is confidential to the disclosing party, <p>and includes the terms and existence of this Agreement.</p> <p>Confidential Information may be made available or obtained directly or indirectly, and before, on or after the Commencement Date.</p> <p>Confidential Information does not include any document, materials, information, data or item that:</p> <ul style="list-style-type: none"> (d) is in or enters the public domain through no fault of the receiving party, its affiliates or any of their respective personnel; (e) is or was made available to the receiving party by a person (other than the disclosing party) who is not, or was not then, under an obligation of confidence to the disclosing party in relation to that document, material, information, data or item; or (f) is or was developed by the receiving party independently of the disclosing party, its affiliates and any of their respective personnel, and this Agreement.
Consequential Loss	means any loss of profits, loss of revenue, loss of any contract value, loss of anticipated profit or damages for lost opportunity, loss or corruption of data, or cost of finance.
Developed Material	means any material created, developed or produced by, or for a party, in connection with this Agreement or the Web Portal (and includes the Feedback and all data that is generated from or through the Web Portal).
Existing Material	means any material which existed prior to entry into this Agreement, or is developed independently of this Agreement and incorporated into any material created in connection with this Agreement.

Feedback	means all feedback, ratings, recommendations, reviews and comments provided to Newly by a Client or a Carer in relation to the performance of a Carer, a Client, the Web Portal (including information about technical performance or problems) or the Services.
Intellectual Property Rights	means any and all existing and future intellectual and industrial property rights throughout the world, whether conferred by statute, common law or equity, including Moral Rights and rights in relation to copyright, trade marks, designs, circuit layouts, plant varieties, business and domain names, trade secrets, patent rights and rights to require that know how be kept confidential (including the right to apply for registration of any such rights) and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields.
Loss	means any loss, damage, liability or obligation, tax, compensation, fine, penalty, charge, payment, cost or expense (including any legal cost and expense on a full indemnity basis) however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Moral Rights	means rights of integrity of authorship, rights of attribution or authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute in anywhere in the world that may now exist or that may come to exist in relation to the work.
Newly Group	means the companies controlling, controlled by or under common control with Newly.
Personal Information	has the meaning given in the Privacy Laws.
Placement	means an engagement to provide Care Services to or for a Client on an ongoing basis under a contract with the Client.
Privacy Laws	means: <ul style="list-style-type: none"> (a) the <i>Privacy Act 1988</i> (Cth); (b) any legislation (to the extent that such legislation applies to Newly or you or any other recipient of Personal Information) from time to time in force in any Australian jurisdiction, or non-Australian jurisdiction (to the extent that Newly, you or any Personal Information is subject to the laws of that jurisdiction), affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of data; and (c) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments having the force of law, made or issued thereunder, as amended from time to time.
Privacy Policy	means the Newly privacy policy available at [www.newly.com.au.]
Profile	means the profile of each Carer available to Clients to search and review which sets out the Carer's details, experience and work history.

Prohibited Content	<p>means content that:</p> <ul style="list-style-type: none"> (a) we believe, in our sole discretion, is objectionable, harmful (i.e., computer viruses) or unlawful; (b) is defamatory, pornographic, obscene, offensive, hateful, or which incites or contains violence; or (c) may cause harm to us, the Web Portal and other users, directly or indirectly.
Services	has the meaning given in the Description.
Website	means www.newly.com.au
Web Portal	means the Newly portal available via the Website that enables Carers to register an Account and use the Services.
Your Content	means any information, text, photos, pictures or data you upload to the Web Portal.