



Terms of Service

I acknowledge that this contract is a minimum term as per the term selected during the purchasing process and that the appropriate notice period for cancellation will be provided as per the terms below.

THE COMPANY "THE COMPANY" is an Australian registered company (ACN 605556054) which provides staffing services in the Philippines, Australia & the United States and the buyer is "**THE CUSTOMER**". This entire agreement is subject to the Laws of Queensland, Australia and all parties agree to the jurisdiction of the courts of Queensland. All Amounts are instated in the appropriate currency.

Definitions

Outsourced Staffing

Remote staff are staff contracted by **THE COMPANY** that have been selected by **THE CUSTOMER** to work directly with **THE CUSTOMER** on a daily basis from Contractor's personal residence or home office.

In-Office staff is staff directly employed by **THE COMPANY** and housed one of **THE COMPANY'S** offices.

Service fees billed by **THE COMPANY** are for payment of government mandatory wages and benefits of **THE COMPANY'S** contractors and employees, infrastructure, office rental, and **THE COMPANY'S** management fee. As such, **THE CUSTOMER** recognises the importance of such payments and ensures that adequate funds shall be made available to meet all contractual obligations as and when they fall due. **THE COMPANY** reserves the right to increase service fees annually by 5% or by Australian CPI, whichever is the higher of the two (2).

Managed Services

Services rendered by My Cloud Crew as laid out on our website navigation, such as Social Media Managed, for example.

Team Staffing

Team staffing plans in which THE CUSTOMER gains access to a team of outsourced staff members for one set weekly or weekly fee rather than just one (1) outsourced staff member.

Exclusions

1. For Team Staffing Contracts, clauses 4 and 5 do not apply.
2. For Managed services agreements, clauses 4, 5 and 7 do not apply.

1-Contract Term

Unless otherwise stated in the Product/Service Description, the standard minimum term is six (6) months.

The contract terms are set out in "the agreement". This agreement will automatically roll over into a new agreement of the same length if notice to terminate or cancel is not provided within thirty (30) days of the expiry of the initial contract term.

1.2-The start date The start date refers to the actual date **THE CUSTOMER** and **THE COMPANY** staff commences training on **THE CUSTOMER'S** account and is stated in "the agreement."

2- Payment

You understand that when engaging in a staff leasing agreement, your payment is for the wages of the outsourced staff that you have selected. Failure to make payment on time and in line with the terms may result in the chosen staff member leaving My Cloud Crew.

2.1 - Amount & Frequency - Payment amounts and frequency are set out "the agreement" OR are chosen by **THE CUSTOMER** during the purchasing process.

2.2 - Method -Payments will be auto-debited from your nominated credit/debit card or bank account as per the method during sign-up. Completing this agreement authorises **THE COMPANY** to debit **THE CUSTOMER'S** chosen card/account for the life of this agreement and at any stage after the conclusion of this agreement in order to recover any outstanding monies owing by **THE CUSTOMER** after either **THE CUSTOMER** or **THE COMPANY** has cancelled the

agreement. **THE CUSTOMER** also authorises **THE COMPANY** to charge your nominated backup card should initial payment fail.

2.3- Back-up credit/debit card: In the event, a nominated back-up card is not provided, **THE CUSTOMER** authorises **THE COMPANY** to charge the initial payment card a security deposit equal to the amount of two weeks service.

2.4- Failed ("skipped") Payments**2.4.1 -THE CUSTOMER** will be responsible for ensuring payments are made on a timely basis. Failed, skipped or late payments may incur a 10% late fee.

2.4.2- THE COMPANY reserves the right to temporarily re-allocate **THE CUSTOMER'S** outsourced staff to other clients and its hours to other clients of **THE COMPANY**. Should this eventuate, the hours reallocated to other clients will be made available to **THE CUSTOMER** in the form of overtime hours to be utilised at any stage within twelve (12) months of the hours being allocated.

2.5- Exchange rate fluctuations- The pricing in these terms and conditions is based upon the exchange rate between the Peso and the AUD being at least equal to 37:1, named the Benchmark rate. Should the exchange rate change such that the Peso fall below the Benchmark Rate **THE COMPANY** reserves the right to amend auto-payments and/or invoices to reflect the new market exchange rate. **THE COMPANY** uses the exchange rates specified on <http://www.xe.com/currencyconverter/> in making such calculations.

2.6-American Express - All payment methods using American Express cards will be assessed a 4% surcharge.

2.7- Security Deposit - A security deposit equivalent to 1 month service fee is payable upon signing for all contracts exceeding \$1,500 (pre-tax) per month.

2.8 - THE CUSTOMERS payment include but are not limited to:

- Outsourced staff members wages (cash, accrued 13th month and 14th month where relevant)
- Private health insurance (applicable for in-office staff after 6 months of service, and select remote staff)
- International transfer fees
- Office rent, desk, PC, internet, and office consumables (for in-office staff)
- Applications such as enterprise Gmail, TeamWork, HubStaff, Skype etc
- Account management time and resources

The payment does not include:

- Additional software required by THE CUSTOMER for the outsourced staff member
- Account management and troubleshooting time beyond 1 hour per month. Should THE CUSTOMER require more than 1 hour per month of troubleshooting and general assistance resulting from circumstances not caused by THE COMPANY, these hours will be billed at \$20 per hour for offshore account management time and \$75 per hour for onshore account management time

3 - Staff Solicitation

Should **THE CUSTOMER** attempt to solicit or solicit the services of **THE COMPANY** contractor, employee or previous employee, or any employee or contractor engaged in work for **THE CUSTOMER**, **THE CUSTOMER** authorises **THE COMPANY** to charge a fee equivalent to 12 months of service. This authorises **THE COMPANY** to bill this to **THE CUSTOMER'S** nominated credit card or bank account. Should this payment not be forthcoming within 7 days of notification of the breach, **THE CUSTOMER** agrees to pay interest at 10% per month, calculated monthly plus any collection or legal fees.

4 - Working hours, Leave & Team Size

4.1 Leave - Your Outsourced Staff are entitled to 15 paid days per annum combined sick and holiday leave. This leave accrues monthly from the agreement start date. The Customer shall continue to pay for services during annual leave and sick leave at the usual contract rate as if the employee was working and as such, there is no refund for contractually entitled annual leave and sick leave.

Reasonable absence of your outsourced staff member (with consideration also given to their physical location) is not grounds for termination of this agreement

4.2 - Public Holidays - In line with the Australian public holiday system, Outsourced Staff is not required to work **THE CUSTOMERS'** national public holidays.

4.3 - Over-time -Overtime will be automatically billed to The Customer's account on the 1st of the month for the preceding month's overtime. **THE CUSTOMER** pre-authorises this amount to be debited from their nominated debit/credit card or bank account and commits to regularly checking online timesheets.

4.4- Growth of THE CUSTOMERS' TEAM - **THE CUSTOMER** agrees that remotely managing multiple staff can be challenging. As such, **THE COMPANY** urges **THE CUSTOMER** to appoint a full-time employee within either **THE CUSTOMER'S** organisation or **THE COMPANY'S** organisation, to manage the staff hired as a result of THIS AGREEMENT. **THE CUSTOMER** understands and acknowledges that should **THE CUSTOMER** fail to do so, **THE CUSTOMER** will not hold **THE COMPANY** responsible for the quality of the execution of **THIS AGREEMENT**.

4.5 **Undertime:** All retainer staffing agreements are "up to" X hours per month. Should your staff perform less than the allocated hours, yet do so while completing all work assigned to them, this is considered part a normal part of business and the monthly retainer amount remains in place, the same way that directly employed in-house staff would be paid in full should irrespective of workload.

5 - Training and Management responsibility of THE CUSTOMER

THE CUSTOMER acknowledges that due to the desire to reduce costs, the CUSTOMER has chosen to hire staff from the Philippines and that the Philippines is a different culture that will require a fundamentally different management style and approach.

5.1 Training

Irrespective of the education and skill-set of your chosen virtual employee, THE CUSTOMER will need to thoroughly train your virtual employee in:

- all aspects of the role
- the roles in relation to other onshore and offshore roles within your organisation
- the specific tasks
- Key performance indicators (KPIs)

Training materials

THE COMPANY requires THE CUSTOMER to create training videos, flowcharts, and comprehensive operating procedures for the Outsourced staff member provided by THE COMPANY.

THE CUSTOMER is also required to use the Staff management platform provided (TeamWorkPM), a critical part of providing THE COMPANY visibility around the performance of the Outsourced staff member. Failure to do either of the above may result in poor performance of the outsourced staff member and THE COMPANY will not provide an early release from this agreement if the above requirements are not met.

5.2 Ongoing Management of the Outsourced Staff Member

5.2.1 Assumption of knowledge and experience of THE CUSTOMER

THE CUSTOMER acknowledges that THE COMPANY provides only support (junior roles) in the Philippines. It is therefore assumed that THE CUSTOMER has the required knowledge in the specific area in which the outsourced staff member has been hired. For example, should THE

CUSTOMER hire marketing staff, it is assumed that THE CUSTOMER possesses knowledge in the field of marketing and the outsourced staff are merely providing support to execute tasks formulated by THE CUSTOMER.

5.2.2 Time commitment required of THE CUSTOMER

THE CUSTOMER acknowledges that outsourced staff have been hired in and accordingly a time commitment will be required by THE CUSTOMER in order to effectively manage the performance and output of the outsourced staff member. THE COMPANY recommends, and in some circumstances may formally require. THE CUSTOMER to commit up to 6 hours per week per outsourced staff member in either training, meetings, quality checking work, email correspondence etc. The **above number is based on best practice research.**

Management staff can be hired by THE CUSTOMER from THE COMPANY in order for this function to be carried out.

5.3 Fulfillment of contractual hours

It is THE CUSTOMER responsibility to provide adequate work and tasks to the outsourced staff member. Should the outsourced staff member complete all work provided by THE CUSTOMER in a timely manner, yet the total time taken to complete the tasks, be under the contractual hours paid by the client, a refund will not be provided.

5.4 Usage of THE COMPANYS task management platform

THE CUSTOMER will be provided free access to a cloud-based task management platform in order to create milestones, task lists, tasks and recurring tasks. This is the foundation of successful deployment of the outsourced staff members role within THE CUSTOMERS organisation. Failure to utilise the task management platform will waive all rights to early termination of this agreement.

6 - Terminating your staff

The customer acknowledges that this may a co-terminus staffing agreement and that termination of this agreement may likely result in the termination of the outsourced staff members employment with My Cloud Crew.

6.1 This is a minimum term agreement that is cancellable inside the minimum agreement term as a result of poor performance or by way of paying a cancellation fee equivalent to one (1) month's full service.

6.2 Discount clawback - Any discounts provided will be voided and payable upon early termination of this agreement.

6.3 - Method of cancellation-Cancellation will only be accepted by way of completion of the Virtual Employee termination survey, which will be sent to **THE CUSTOMER** upon request. **THE CUSTOMER** agrees to pay all remaining balances, including the remainder of initial On-boarding fee and also agrees to forfeit any discounts based on contract length, the difference to be paid by **THE CUSTOMER** by automatic payment from **THE CUSTOMER'S** nominated account.

6.4 - Cancellation notice period required

Cancellations finalised prior to the 15th of any month will result in the agreement ending on the final day of that same month.

Cancellations taking place after the 15th day of the month will result in the final day of service taking place on the final day of the following month

7 - Staff Resignation

From time to time, staff in the Philippines may resign from their position with no notice. There are various reasons for this. The primary reason is a desire to avoid conflict and ongoing stress. **THE CUSTOMER** understands that they are working with a culture that requires a far less direct, far more passive management style. **THE CUSTOMER** also understands that the cost of recruiting and training My Cloud Crew personnel is considerable, and therefore agrees that should the outsourced staff member working for **THE CUSTOMER** resign with no notice as a result of the conduct of **THE CUSTOMER**, a fee of **ZERO DOLLARS** will be payable and any upfront monies paid will not be refunded and will be credited towards the ongoing agreement that will continue with the replacement of the resigned employee.

THE COMPANY will be given 7 working days to find a replacement before any credits are provided. If **THE COMPANY** cannot find a replacement within 10 working days, any additional days will be refunded to **THE CUSTOMER**. A resignation without notice is not grounds for termination of this contract.

8 - Privacy Policy

In addition to reviewing this Agreement, it is recommended that **THE CUSTOMER** reads the Privacy Policy in order to appreciate and better understand **THE COMPANY's** commitment to maintaining **THE CUSTOMER's** privacy as well as **THE COMPANY's** use and disclosure of Confidential Information.

THE COMPANY recognises its obligations under Australian Privacy Law and the Privacy Act 1988 and associated federal and state legislation to **THE CUSTOMER** and assures its adherence to such legislation during performance of the Services. By agreeing to the terms of this Agreement, **THE CUSTOMER** is also agreeing to the terms of **THE COMPANY's** Privacy

Policy, the terms of which are incorporated herein, and agree that the terms of such policy are reasonable.

9 - Confidentiality

Both **THE COMPANY** and **THE CUSTOMER** agree to keep the Confidential Information confidential and not disclose it to any person except with the consent of the disclosing party, or if required to do so by law. This obligation extends for the period of this agreement and does not merge upon termination. Both **THE CUSTOMER** and **THE COMPANY** mutually agree that they will not do or permit any act or thing which might in any way impair the goodwill or rights that the other party has in relation to its trademarks and/or intellectual property, or which might otherwise prejudice or damage the reputation of either party, its trademarks or its intellectual property.

THE COMPANY recognises that all intellectual property including the trademarks or other trademarks, registered designs, patents and copyright belonging to **THE CUSTOMER** remain the property of **THE CUSTOMER** and, if required, **THE COMPANY** is granted a limited license in such intellectual property to allow it to carry out its obligations under this agreement. For the avoidance of doubt, **THE COMPANY** shall have the right to reference its relationship **THE CUSTOMER**, including all authorised testimonials, in its public outreach efforts. **THE COMPANY** shall have no ownership rights to **THE CUSTOMER**'s intellectual property or any improvements to the intellectual property including but not limited to any modifications, enhancements, or derivatives of the intellectual property developed and/or arising after the date hereof beyond the rights provided to **THE COMPANY** under this clause.

10 - Indemnity

THE CUSTOMER agrees to release, indemnify, defend and hold harmless **THE COMPANY** and their related bodies corporate against all losses, damages, expenses, liabilities and costs of whatever nature (including legal costs on a Solicitor and own client basis) which it or they incur or suffer as a result, whether directly or indirectly, of any breach of this agreement by **THE CUSTOMER**.

11 - Assignment

A party may not assign the rights of a party pursuant to this Agreement nor may the obligations of a party be subcontracted.

12 - Termination

12.1 - Effect of Termination

Upon termination of this Agreement and these Terms and Conditions, all rights granted to **THE CUSTOMER** will terminate and revert to **THE COMPANY** as applicable. Upon expiration or termination of this Agreement, all monies due to **THE COMPANY** under this Agreement shall become payable immediately to **THE COMPANY**.

12.2 - Rights to Survive Termination

Termination of this Agreement shall not release either party from any liability or right of action which at the time of expiry or termination has already accrued to either party or which may thereafter accrue in respect of any act or omission prior to such expiry or termination. Such rights shall include but not be limited to the recovery of any monies due under this Agreement.

13 - Waiver

Any waiver or forbearance by **THE COMPANY** in regard to the performance of the Terms and Conditions by **THE CUSTOMER** shall not affect the existence and continued applicability of the provisions of these Terms and Conditions.

14 - Severability

These terms and conditions shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions. No changes to may be applied to this agreement in any way between the periods of December 1 to January 10 in any given calendar year will be accepted.

15 - Entire Agreement

This Agreement: Is the entire Agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and supersedes any prior Agreement or understanding on anything connected with that subject matter; and supersedes any agreement that may be entered into by **THE CUSTOMER** and a staff member of **THE COMPANY**.