

CREW SCOUT

Terms and Conditions applicable to a buyers and providers of Services using Crew Scout

These terms and conditions are the contract between you and Crew Scout (“us”, “we”, etc). By visiting or using Our Website, you agree to be bound by them. Our suppliers may also impose additional terms and conditions to which your contract with them will be subject.

Crew Scout is a trade name of Vidibid Pty Ltd, ACN 607425089, whose registered office is at Ground Floor, 608 Harris Street, Ultimo, NSW 2007, Australia.

Under 18 years? Sorry, but we deal only with people who are legally able to enter into a binding contract. Please ask someone over 18 to use Crew Scout on your behalf.

Please read this agreement carefully and save it. If you do not agree with it, you should stop using Our Website or our services immediately.

Definitions

“Content”	means the textual, visual or audio content that is encountered as part of your experience on Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you.
"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, details and/or other material on Our Website, and the phrases "Posted" and "Posting" shall be interpreted accordingly.
“Service”	means all of the services offered for sale through Our Website by a Provider (e.g. a video creative).
“Provider”	means a person, or company, i.e. ‘video creative’, who offers a Service for sale on Our Website.

“Buyer”	means a person, or company, who requests a Service to be provided to them by posting a Project on Our Website.
“Project”	means a request for Services Posted to the Website by you (the buyer).
“Pitch”	means an offer by a Provider to provide a Service that meets the requirements of a Project.
“Complete”	in relation to a project, means all services have been delivered to the Buyer and the Buyer has given approval for final deliverables.
“Profile”	means a self-populated description of a Provider (e.g. Video Creative) Services, experience and examples of recent work.
“Our Website”	means any website of ours, and includes all web pages controlled by us.
“User”	means any person, or company other than you who uses or visits the website for any purpose.
"you" "yours" etc,	means you, the party to this agreement.

General Terms & Conditions

1. Notification of Changes

- 1.1. This Company reserves the right to change these conditions at any time and your continued use of the site is deemed acceptance of any changes to these terms. If there are any changes to our privacy policy, we will announce these changes to registered users via email, and via the website.
- 1.2. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

2. Your account and personal information

- 2.1. When you visit Our Website, you accept responsibility for any action done by any person using your name, account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
- 2.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
- 2.3. You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your account.

3. Security of Our Website

If you violate Our Website we shall take legal action against you. You now agree that you will not, and will not allow any other person to:

- 3.1. modify, copy, or cause damage or unintended effect to any portion of Our Website, or any software used within it.
- 3.2. link to our site in any way that would cause the appearance or presentation of the site to be different from what would be seen by a User who accessed the site by typing the URL into a standard browser;
- 3.3. download any part of Our Website, without our express written consent;
- 3.4. collect or use any product listings, descriptions, or prices;
- 3.5. collect or use any information obtained from or about Our Website or the Content except as intended by this agreement;
- 3.6. aggregate, copy or duplicate in any manner any of the Content or information available from Our Website, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;
- 3.7. share with a third party any login credentials to Our Website;
- 3.8. Despite the above terms, we now grant a licence to you to:
 - 3.8.1 create a hyperlink to Our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary

graphic or trademark of ours as part of the link without our express written consent.

- 3.8.2 you may copy the text of any page for your personal use in connection with the purpose of Our Website or a Service we provide.

4. Copyright and other intellectual property rights

- 4.1. All Content on Our Website, for example page text, graphics, logos, images, audio clips, digital downloads, data compilations, and software, is the property of either us or our affiliates or suppliers of Services for sale. It is all protected by international copyright laws.
- 4.2. You may not copy, or in any way exploit any of the content, except as is expressly permitted in this agreement or with our written consent. For the sake of good order you should note that copyright exists in compilations and graphic images, shapes and styles, as well as in raw text.
- 4.3. All product and company names and logos mentioned in our web site are the trademarks, service marks or trading names of their respective owners, including us.

5. Interruption to the Crew Scout service

- 5.1. We give no warranty that our service will be satisfactory to you.
- 5.2. We will do all we can to maintain access to Our Website, but it may be necessary for us to suspend all or part of our service for repairs, maintenance or other reason. We may do so without telling you first.
- 5.3. You acknowledge that our service may also be interrupted for reasons beyond our control.
- 5.4. You agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption to Crew Scout service.

6. Restrictions on what you may Post to Our Website

- 6.1. We invite you to Post Content to Our Website in several ways and for different purposes. We have to regulate your use of Our Website to protect our business and our staff, to protect other Users of Our Website and to comply with the law. These provisions apply to all Users of Our Website.
- 6.2. We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the

law, we shall co-operate fully with the law enforcement authorities in whatever ways we can.

- 6.3. You agree that you will not use or allow anyone else to use Our Website to Post Content or undertake any activity which is or may:
 - 6.3.1 be unlawful, or tend to incite another person to commit a crime;
 - 6.3.2 consist in commercial audio, video or music files;
 - 6.3.3 be obscene, offensive, threatening, violent, malicious or defamatory;
 - 6.3.4 be sexually explicit or pornographic;
 - 6.3.5 be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
 - 6.3.6 use a Posting to solicit responses unconnected with the purpose of Our Website or the terms proposed by this agreement;
 - 6.3.7 request or collect passwords or other personal information from another user without his permission, nor Post any unnecessary personal information about yourself;
 - 6.3.8 be used to sell any goods or services or for any other commercial use not intended by us, for yourself or for any other person. Examples are: sending private messages with a commercial purpose, or collecting information with the intention of using it yourself or passing it to a third party for commercial use;
 - 6.3.9 facilitate the provision of unauthorised copies of another person's copyrighted work;
 - 6.3.10 link to any of the material specified in this paragraph;
 - 6.3.11 use distribution lists that include people who have not given specific permission to be included in such distribution process;
 - 6.3.12 send age-inappropriate communications or Content to anyone under the age of 18.

7. Your Posting: restricted content

- 7.1. In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.
- 7.2. In addition to the restrictions set out above, a Posting must not contain:
 - 7.2.1 hyperlinks, other than those specifically authorised by us;
 - 7.2.2 keywords or words repeated, which are irrelevant to the Content Posted;
 - 7.2.3 the name, logo or trademark of any organisation other than yours;
 - 7.2.4 details within a Project posting that allow Providers to contact you directly;

- 7.2.5 material or links to material that exploit people in a sexual, violent or other manner, or solicits personal information from anyone under 18 years old
- 7.2.6 inaccurate, false, or misleading information.

8. Removal of offensive Content

- 8.1. For the avoidance of doubt, this paragraph is addressed to any person who visits Our Website for any purpose.
- 8.2. We are under no obligation to monitor or record the activity of any User of Our Website for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 8.3. If you are offended by any Content, the following procedure applies:
- 8.4. Your claim or complaint must be submitted to us in the form available on Our Website, or contain the same information as that requested in our form. It must be sent to us by post or email.
 - 8.4.1 we shall remove the offending Content as soon as we are reasonably able;
 - 8.4.2 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
 - 8.4.3 we may re-instate the Content about which you have complained or we may not.
- 8.5. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 8.6. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

9. Transfer of rights and obligations

- 9.1. The contract between you and us is binding on you and us and on our respective successors and assigns.
- 9.2. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

- 9.3. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

10. Our disclaimers

- 10.1. Our Website may contain links to other Internet websites. We have neither power nor control over any such website. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 10.2. We are not liable in any circumstances for special, indirect, consequential damages or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website.
- 10.3. The Crew Scout Website and Crew Scout services are provided “as is”. We make no representation or warranty of any kind, express or implied, including, without limitation, any warranty that either of them will be:
- 10.3.1 of satisfactory quality;
 - 10.3.2 fit for a particular purpose;
 - 10.3.3 available or accessible, without interruption, or without error;
 - 10.3.4 any obligation, liability, or remedy in tort whether or not arising from our negligence.
- 10.4. You now expressly release us from any and all claims and liability known and unknown, arising in any way from a dispute between a Buyer and a Provider

11. Miscellaneous matters

- 11.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 11.2. For the purposes of the Privacy Act 1988 as amended you consent to the processing of your personal data (in manual, electronic or any other form) relevant to this agreement, by us and/or any agent or third party nominated by us and bound by a duty of confidentiality. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country in any part of the World.

- 11.3. If you are in breach of any term of this agreement, we may:
 - 11.3.1 publish all text and Content relating to the claimed breach, including your name and email address and all correspondence between us and our respective advisers
 - 11.3.2 terminate your account and refuse access to Our Website;
 - 11.3.3 remove or edit Content, or cancel any order at our discretion;
 - 11.3.4 issue a claim in any court.
- 11.4. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 11.5. No failure or delay by us to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 11.6. When you visit Our Website or send messages to us by email, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on Our Website. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.
- 11.7. Any communication to be served on either of the Parties by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail. It shall be deemed to have been delivered:
 - 11.7.1 if delivered by hand: on the day of delivery
 - 11.7.2 if sent by post to the correct address: within 72 hours of posting
 - 11.7.3 if sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.
- 11.8. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 11.9. This agreement does not give any right to any third party.
- 11.10. We shall not be liable for any failure or delay in our performance of this agreement which is caused by circumstances beyond our reasonable control.
- 11.11. In the event of any conflict between any term of this agreement and the provisions of the constitution of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 11.12. The validity, construction and performance of this agreement shall be governed by the laws of the State of NSW.

Your statutory Consumer rights are unaffected by these terms and conditions.

Buyers Terms & Conditions

12. Our contract with Buyers

- 12.1. Crew Scout is neither a buyer nor provider of Services offered for sale. We are neither a principal nor agent in a buying transaction.
- 12.2. Crew Scout is a marketplace. We are agents of a Provider only to the extent of use of Our Website as a platform for sale of his Service and for collection and forwarding of your money.
- 12.3. We welcome any comment or complaint about a Provider, which you make through Our Website. We may act upon a complaint in our discretion, for the benefit of the body of Crew Scout members.
- 12.4. Crew Scout takes no responsibility for supply of any Service you order or for the cancellation and refund procedure for a Service, should you decide to cancel a Service for any reason.
- 12.5. Crew Scout takes no responsibility should your chosen Provider no longer be available or have changed circumstances between Posting a Pitch and Pitch acceptance.
- 12.6. We are not responsible to you further than to act as a payment gateway and will only pass on money to the Provider once a Project has been Completed.
- 12.7. These terms and conditions regulate the business relationship between you and us. By using Our Website, you agree to be bound by them.
- 12.8. We provide a marketplace for the supply of Services. We are in no way responsible for:
 - 12.8.1 your locating and ordering a Service;
 - 12.8.2 your choice of a Service;
 - 12.8.3 any aspect of the provision of the Service;
 - 12.8.4 refund payment for any Service;
 - 12.8.5 any complaint about any Service.
- 12.9. In any dispute with a Provider, it is at Crew Scout's discretion whether to be party to the dispute. In the circumstance that Crew Scout chooses not to be party to the dispute, you should deal only with the Provider. We have neither legal obligation nor detailed information about the Services provided.

12.10. We may change this agreement in any way at any time. The version applicable to your contract is the version which was Posted on Our Website at the time that a Project was Posted to Our Website.

13. The buying procedure

- 13.1. Unless it is clear to the contrary, you may assume that every sale is made by the Provider in the course of his business.
- 13.2. Prices quoted in a Project on Our Website are exclusive of GST. GST will be added to the Project cost on activation of that Project.
- 13.3. Prices are set by the buyer when posting a Project and cannot be adjusted by the Provider
- 13.4. You have not entered into a contract for Services with a Provider until the point at which you select a Provider (Activating a project). Once you have selected a Provider, no refunds will be provided on the project activation fee
- 13.5. Prior to the buyer accepting a Pitch from a Crew Scout Provider, all communications between the buyer and the Provider(s) who have submitted a pitch to supply the goods or services are visible to Crew Scout staff. All Users of the Crew Scout Platform must take care when communicating at the pitching stage and must not disclose any private contact details such as full name or address, phone number or email address.
- 13.6. Buyers may withdraw any Posted Project at any time prior to accepting an offer from a Crew Scout Provider. A Crew Scout buyer or Crew Scout Provider has no obligation whatsoever to make an Offer on any Posted Project
- 13.7. Subject to discounts and promotions, Services are offered for sale at the budget specified by you.
- 13.8. Services will be provided at the times and places specified in the website or otherwise in terms and conditions of each Provider.
- 13.9. Neither we nor the Provider can be responsible for action by any governmental authority. We do not know and are not responsible for duties, taxes, delays or impounding of any item.
- 13.10. You are required to pay in the currency in which the Service is listed for sale on Our Website.
- 13.11. Every sale will be subject to the laws applicable but there shall not be implied any right which is neither a legal right nor set down in these terms and conditions.
- 13.12. For security purposes (yours and ours) we will not permit more than a maximum number of transactions with you in a given period of time.

- 13.13. To make future use of Our Website easier and faster for you, we will retain the personal and delivery information you give to us. We will not retain information relating to your payment or credit card. This financial information never comes into our control. The information is managed our payment service provider. For details about disclosure of personal information please see our privacy notice
- 13.14. There is no guarantee that by posting a project you will receive Pitches from Providers, or that the Pitches you receive will be satisfactory. This includes for Urgent, Featured, Premium or Hidden Projects
- 13.15. If you require the Provider to sign a Non-Disclosure Agreement (NDA) as part of your Project, Crew Scout will not be party to this agreement and provides an NDA template for guidance purposes only. You are not required to use this template and should use this template at your own discretion

14. Payment and Security

- 14.1. We take care to make Our Website safe for you to use.
- 14.2. Payments are not processed through pages controlled by us. All payments are managed by our online payment service providers who will encrypt your card or bank account details in a secure environment
- 14.3. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, our payment service provider will securely store your payment details on their systems. These details will be fully encrypted and only used for transactions which you have initiated.
- 14.4. Project activation fees are charged at 6% on top of the total Project budget. These fees are payable to us upon acceptance of a Provider to deliver a Service. Once a Project has been accepted, these fees are non-refundable.
- 14.5. Payment will be transferred to the Services Provider by Crew Scout upon Completion of a Project.
- 14.6. If you do not Complete a Project upon delivery of Services by a Provider, payment will be released to the Provider 45 days after delivery of the final Services, given no formal dispute has been raised.
- 14.7. Should you choose to cancel a Service post-activation stage, the Crew Scout Project activation fee is non-refundable
- 14.8. Payments made for Urgent, Featured, Premium and Hidden Projects require payment up front and are non-refundable.
- 14.9. These terms supplement the Terms & Conditions of our third party payment service provider, PromisePay Corp. By accepting these Terms & Conditions you also accept the PromisePay Terms & Conditions, including but not limited

to the PromisePay Privacy Policy and PromisePay End User Agreement available at www.promisepay.com/policies

15. The Crew Scout guarantee

- 15.1. To give you the utmost confidence in the Crew Scout buying experience, we offer you an after sales guarantee:
- 15.2. If the Provider fails within a reasonable time, to supply a Service for which you have paid, or supplies a Service which is substantially different from what you ordered, we ourselves will refund the cost to you.
- 15.3. This guarantee is subject to the following conditions:
 - 15.3.1 you must first follow the cancellation and refunds procedure set out on Our Website;
 - 15.3.2 the claim must be completed truthfully and accurately and provide evidence that the Project was not delivered to agreed specifications;
 - 15.3.3 you must provide a street address to us in Australia
 - 15.3.4 you are limited to a lifetime maximum of five claims and a maximum of one claim in two years;
 - 15.3.5 you must not have requested a chargeback from your credit card company.
- 15.4. The guarantee set out in this paragraph is non contractual. We shall operate it at our sole discretion.

16. Buyers Indemnity to us

- 16.1. You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising out of:
 - 16.1.1 your use of the Crew Scout service;
 - 16.1.2 the breach or violation of this agreement by you;
 - 16.1.3 the infringement by you of any intellectual property or other right of any person or entity;
 - 16.1.4 your failure to comply with any law;
 - 16.1.5 a contractual claim arising from your use of Our Website and purchase of Service.

17. Disclaimers about the Service

- 17.1. All of the Project Content on Our Website relating to any Service has been provided by a Provider. We do not accept responsibility for the accuracy of any claim or advertisement.
- 17.2. We make no representation, warranty or other provision with regard to the Services and you acknowledge that you do not rely on any made by us, but solely on your contract with a Provider.
- 17.3. So far as concerns Services purchased through Our Website, we are not liable for:
 - 17.3.1 any Service complying with the requirement of any law or being available;
 - 17.3.2 the Provider performing his contract;
- 17.4. We give no warranty, representation or undertaking whatsoever as to the continuing business of a Provider or that any Service offered for sale by a Provider will be useful or suitable for a Buyer;
- 17.5. You now expressly release us from any and all claims and liability known and unknown, arising in any way from a dispute between you and a Provider.

18. How we handle Buyers Content

- 18.1. Our privacy policy is strong and precise. It complies fully with current law.
- 18.2. If you Post Content to any public area of Our Website it becomes available in the public domains. We have no control over who sees it or what anyone does with it.
- 18.3. The Provider may use your Content to support their profile as an example of recent work, without requiring your consent. If you do not wish for the Provider to use your Content you must expressly state this in your interactions with the Provider
- 18.4. If the Provider chooses to host your Project Content (including draft and final versions of videos) on Our Website, this Content will only be available to you and the Provider, through login to Our Website. It is at the Providers discretion if they choose use an alternative platform to host Project Content. We take no responsibility for the security of Content hosted or delivered outside of Our Website
- 18.5. Information included within your Project brief is publicly available to all registered Providers on Our Website. You should therefore avoid Posting unnecessary confidential information.

- 18.6. We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant us the right and licence to edit, copy, publish, distribute, translate and otherwise use any Content that you place on Our Website, in public domains and in any medium. You represent and warrant that you are authorised to grant all such rights.
- 18.7. We will use that licence only for commercial purposes of the business of Our Website and will stop using it after a commercially reasonable period of time.
- 18.8. You agree to waive your right to be identified as the author and your right to object to derogatory treatment of your work as provided in the Copyright Act 1968.
- 18.9. You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our Website, even though it may be defamatory or critical.
- 18.10. Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 18.11. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you;
- 18.12. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 18.13. Please notify us of any security breach or unauthorised use of your account.
- 18.14. If there is evidence that you obtained access to a Provider of Services through Our Website but chose to engage directly with this Provider, you are liable to pay us any activation or other associated fees that would have been generated as a result of a Completed Project, and any legal and administration fees associated with us recovering these costs

Providers Terms & Conditions

19. Our contract with Service Providers

- 19.1. The relationship between us is solely that:
 - 19.1.1 in consideration of a fee charged by us, we provide for you an Internet market place as an arms length contractor;
 - 19.1.2 we act as your agent solely in the collection of money paid by your customer;
 - 19.1.3 we are not your partners or joint venturers.

- 19.2. If you offer a Service (i.e. Pitch for a Project) on Our Website, you do so subject to these terms.
- 19.3. We may change this agreement in any way at any time. The version applicable to your contract is the version which was Posted on Our Website at the time at which you Pitched for a Project.
- 19.4. Although we are not a party to your contract with a Buyer introduced to you via Our Website, we have the right to remove you as a member of Crew Scout if a customer or site visitor has a valid complaint against you.
- 19.5. Subject to this agreement and to the procedures set out in Our Website, you may offer your Service for sale through Our Website,

20. Your Provider Profile

- 20.1. Crew Scout is a selective member only platform and therefore we will review all Provider Profiles prior to admitting a Provider as a member whose profile is listed on Our Website. Crew Scout have every right to refuse Crew Scout membership to any Provider without providing explanation.
- 20.2. You agree not knowingly to place any Provider Service for sale which is not of merchantable quality or which requires for its setup or use a level of technical expertise which is not fully explained to a customer before purchase.
- 20.3. You agree immediately to remove from your profile on Our Website any Provider Service which for any reason, you are unable to supply.
- 20.4. You must not include in your profile on Our Website any direct contact details, personal website or other advertising Content, which allows the Buyer to bypass Our Website to engage in a sale.
- 20.5. If there is evidence that you obtained access to a Buyer of Services through Our Website but chose to engage directly with this Buyer, you are liable to pay us any service or other associated fees that would have been generated as a result of a Completed Project, and any legal and administration fees associated with us recovering these costs
- 20.6. If you accept our offer to advertise market or promote your service, the following conditions apply.
 - 20.6.1 We may use the services of a specialist internet marketing business associated with Crew Scout.
 - 20.6.2 Without prior consent of the other; neither we nor you will contract with any other person or company for specialist services. Here your obligation is limited to the extent of the price charged and due to us.
 - 20.6.3 The price charged to you will include all payments we make to others.

- 20.6.4 The cost of work ordered by you is payable in full, in advance. If you so request us, by indication on Our Website, we will deduct the cost from your account.
- 20.6.5 We give no guarantee as to the success of any Pitch posted.
- 20.6.6 We shall receive no secret commission on advertising services.

21. The selling procedure

- 21.1. Crew Scout is not responsible for the fulfilment of your contract to Provide a Service (e.g. Completion of a Video Project).
- 21.2. You agree that a service contract offered by you is a firm and binding contract as soon as a Buyer accepts your Project Pitch.
- 21.3. Crew Scout will receive payment from the Buyer on acceptance of a Pitch, and the payment will be held by our payment service provider until Completion of a Project.
- 21.4. Provider Services are offered for sale at a fixed price. All Pitches are based on creativity, experience of Service Providers and availability to deliver the Project to the agreed specifications.
- 21.5. GST may be due and will be either included in the price or shown separately. If not shown, it will not be charged.
- 21.6. Once accepted to Provide a Service to a Buyer, you are responsible for delivering this Service as per the Project brief specifications and your Pitch. We take no responsibility for Service delivery, including if your circumstances change between Pitching for a Project and Pitch Acceptance.
- 21.7. Crew Scout takes no responsibility for the quality of Services and provides no Service Quality Guarantee to our buyers.
- 21.8. Crew Scout takes no responsibility for the terms & conditions that govern the Service delivery process, including but not limited to: health & safety conditions and requirements; weather and unforeseen event delays, quality control procedures and the client review process of final Project Content.
- 21.9. As part of your acceptance of these Terms & Conditions and entering into a contract through Our Website, you agree to ensuring you have the appropriate policies and procedures in place to Provide your Service safely and lawfully.
- 21.10. Crew Scout has the right to demand additional information about your business so far as it may affect your GST registration, at any time, from you or from a governmental authority.
- 21.11. You accept and endorse these terms and agree to comply in all respects with the corresponding obligations of a Provider. You may view the buyer's conditions on Our Website at any time.

22. Our commission and payment to you

- 21.12. The proportional fee of each Project retained by us is as set out elsewhere on Our Website.
- 21.13. Crew Scout takes no responsibility for payment processes, which are handled by our payment service provider.
- 21.14. Upon Project Activation, you will be requested to submit your bank account details. If you have a bank account located in the Commonwealth of Australia, we will transfer money via the internet, in full.
- 21.15. Your bank account details will be subject to verification by our payment service provider. We do not take any responsibility or liability should your payment details be rejected by the payment service provider
- 21.16. You will receive payment for your Services within 5-6 working days of Project Completion. Crew Scout takes no responsibility if these timeframes are not met due to circumstances outside of our control and managed by a payment service provider.
- 21.17. Payment within 5-6 working days is subject to verification of your payment details. Verification can take 5-6 working days. As a result, if Project Completion occurs prior to verification, payment may occur within a longer timeframe.
- 21.18. Any delays in providing your payment details for verification to our payment service provider, which results in delays in payment upon Project Completion make the above terms 23.4 - 23.6 invalid.
- 21.19. If you do not have an account in the Commonwealth of Australia, you will be unable to use Our Website as payments cannot be facilitated.
- 21.20. If we do or could earn interest on any cash balance in our control for the period between payment by a customer and our accounting to you, we are free to keep that interest and have no obligation to account for it to you.
- 21.21. If an action by a Buyer results in a charge back to our account, you agree that we may deduct the sum charged back together with any fee paid to our service provider and bank, from any sum due to you, at or after that time.
- 21.22. If you or we accept any cancellation and consequently refund money to a Buyer, we are not obliged to repay commission to you.
- 21.23. If in our discretion we believe that your performance as a Provider results in a significant number of buyer disputes or if we believe you are in breach of this agreement, we are free to hold back payments to you until we are satisfied that disputes have been settled and / or breach rectified.
- 21.24. These terms supplement the Terms & Conditions of our third party payment service provider, PromisePay Corp. By accepting these Terms & Conditions

you also accept the PromisePay Terms & Conditions, including but not limited to the Privacy Policy and PromisePay End User Agreement available at www.promisepay.com/policies

23. Complaints about Provider Services

- 22.1. You agree that you will at all times:
 - 22.1.1 reply promptly and in any event within 48 hours to any potential Buyer's message or other correspondence;
 - 22.1.2 comply with the law relating to all aspects of the contract between you and your customer, relating in particular to your obligations to provide full information and accept cancellation and returns. However, you may also offer more favourable terms to your customers as per your own returns and refunds policy set out on your website or otherwise in your terms and conditions;
 - 22.1.3 when you have an obligation to return money to a customer for any reason, you will do so immediately in line with the cancellation and refunds policy set out on Our Website;
 - 22.1.4 comply with the Crew Scout procedures relating to satisfaction of an order, as set out on Our Website from time to time;
 - 22.1.5 Please provide information to us in respect of any claim for non-supply and any dispute as to payment, so as to enable us to identify the possibility of fraud.

24. Your Provider Service warranties

- 23.1. You warrant that any Provider Service you place on Our Website for sale:
 - 23.1.1 is not: illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to any third party;
 - 23.1.2 does not offend against the law of any country whose citizens might purchase it;
 - 23.1.3 is not intended primarily to advertise any business, except your business, so far only as it is carried on through Crew Scout.
- 23.2. You warrant that you own the copyright of any Provider Service you place on Our Website for sale, or that you have the permission of the copyright owner:
 - 23.2.1 to place the Provider Service on Our Website for sale;
 - 23.2.2 to receive the net proceeds of such sales as arise;
 - 23.2.3 to defend the copyright in the Provider Service.

25. How we handle your Content

- 24.1. If you Post Content to any public area of Our Website it becomes available in the public domain. We have no control who sees it or what anyone does with it.
- 24.2. Information included within your Profile is publicly available to all registered Buyers on Our Website. You should therefore avoid Posting unnecessary confidential information.
- 24.3. You may include Video Content to support your Profile as an example of recent work, without requiring consent. If you do not wish for the Provider to use your Content you must expressly state this in your interactions with the Provider
- 24.4. If you choose to host your Project Content (including draft and final versions of videos) on Our Website, this Content will only be available to you and the Buyer, through login to Our Website. It is at your own discretion to choose an alternative platform to host Project Content, if necessary. We take no responsibility for the security of Content hosted or delivered outside of Our Website.
- 24.5. You irrevocably authorise us to publish feedback, comments and ratings about Your Services and activity through Our Website, even though it may be defamatory or critical.
- 24.6. We need the freedom to be able to publicise our Services and your own use of them. You therefore now irrevocably grant us the right and licence to edit, copy, publish, distribute, translate and otherwise use any Content that you place on Our Website, in public domains and in any medium. You represent and warrant that you are authorised to grant all such rights.
- 24.7. We will use that licence only for commercial purposes of the business of Our Website and will stop using it after a commercially reasonable period of time.
- 24.8. You agree to waive your right to be identified as the author and your right to object to derogatory treatment of your work as provided in the Copyright Act 1968.
- 24.9. Posting Content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 24.10. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you.
- 24.11. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 24.12. Please notify us of any security breach or unauthorised use of your account.

26. Providers indemnity to us

- 25.1. You agree to indemnify us against all loss and expense, including legal fees and management time related in any way to:
 - 25.1.1 a claim by any person in respect of any Provider Service;
 - 25.1.2 protecting the reputation of our business by our making a payment to a customer of yours in circumstances where you have failed to make that repayment or otherwise comply with your contract with that customer.
 - 25.1.3 any cost to us arising from a decision by us to comply as your agent, with any obligation of yours, whether or not we have your permission, arising out of any regulation or law, including:
 - 25.1.3.1 the deletion or amendment of any text or other content you have placed on Our Website;
 - 25.1.3.2 any payment we make on an ex gratia basis, arising from a contract between you and s Buyer;
 - 25.1.3.3 legal or other fees we incur in defending a claim or the imposition of a fine or penalty;
 - 25.1.3.4 our management time in dealing with any failure or alleged failure by you to comply with any relevant regulation or law.