



TERMS & CONDITIONS

Definitions

Acceptance of a Booking occurs when a Locum accepts a Booking from a Client.

An **Accepted Booking** is the Transaction or agreement concluded between a Client and Locum for the provision of their services to the Client.

An **Amended Booking** is used when Client and Locum wish to alter terms of a Booking, once a Booking has been Accepted.

Cancellation is a request to cancel a Booking and can be initiated by either Client or Locum. Either Locum or Client may cancel a Booking for any reason but are subject to the cancellation policy.

Client is a registered Shift'M user who search and transacts through their access and makes use of the Shift'M platform to book a locum. Any user on the system can operate as a client and/or a locum.

Payment fees are the fees charged by Shift'M to Clients and Locums for use of the platform.

Shifts are specific dates relating to a Booking. A booking can consist of multiple shifts, over a period of time.

Feedback refers to Reviews and Ratings made by any user (Client, Locum or Platform).

Locums are healthcare professionals who create listings on the platform with specific rates and availability.

Messaging service enables Clients and Locums to clarify items and issues related to the Booking before or during a Booking.

Instant Bookings are Bookings placed by Clients where the Locum has enabled the Client to place a Booking for their Services without any negotiation required. This function allows for very fast and effective placing and accepting of Bookings!

Listing refers to user creating a profile which can be searched by Clients on the platform. A listing is specific to an industry job title where users can list their experience, rates and availability.

Shift'M User Protection Policy describes Shift'M's efforts to keep user information private and secure.

Booking in Shift'M terminology means a Transaction related to or for services agreed to between Locum and Client. It represents an agreement between a Client and Locum(s) for their time and service.

Ratings: 1 – 5 Shift'M Stars service to indicate your satisfaction with your interaction with another user on the platform.

Reviews: Clients and Locums provide Reviews by commenting on their overall Booking experience.

Response time is the average response time based on the last 30 days of your activity.

Payouts are the monies earned by a Locum, paid by Clients, for Completed Bookings/Shifts and are paid to Locums via a payment provider.

Transactions: Locums sell their professional services and time to Clients in transactions called Bookings.

References to singular may include plural and references to masculine may include feminine and vice versa.

DEFINITIONS RELATING TO LOCUMS

Note that throughout our platform we use the term 'Locum'. As a user, please be aware that the words are at times used by Clients 'loosely' but in some instances legal regulations applicable to each are very specific and the onus is on users of the Platform to research and abide by applicable regulations. See a widely used definition below.

WHAT IS A LOCUM?

A locum, or locum tenens, is a person who temporarily fulfills the duties of another; the term is especially used for healthcare professionals. For example, a locum tenens physician is a physician who works in the place of the regular physician when that physician is absent, or when a hospital or practice is short-staffed. These professionals are still governed by their respective regulatory bodies, despite the transient or freelance nature of their positions.

The Locum enters into a contract directly with the Client in an 'Booking' for Locum Services and the contractual relationship is governed by the terms of that contract (Booking) but may also be subject to prevailing, applicable Independent Contractor and Labour Laws if such arrangement falls within the scope of an employer/employee relationship and about which Shift'M makes no representations and gives no guidance. The nature of the working relationship between Locum and Client is determined by the actual circumstances that exist between them and applicable laws.

Locums may work with multiple Clients on a per-Shift basis, but more generally they work with one company at a time (exclusively) for a longer and specified period (the 'contract') and are paid by the hour. They may be contracting themselves out, and thus reporting their own taxes or they may be on the Client's payroll, with the Client deducting pay-as-you-go taxes where required.

ARE LOCUMS, EMPLOYEES?

The following should not be regarded in any way as legal or other advice. Users of Shift'M must conduct own research and consult own advisers on all aspects of issues related to employer / employee relationships and related legal requirements. Shift'M does not make any representations in this regard and takes no responsibility for any reliance on any other information provided in relation to employment and employment law.

Applicable local law (case law and legislation) will determine whether Locums and Independent Contractors are deemed to be employees of the Client or not, with the associated rights and obligations of employer and employee. Further, such relationships will determine whether the Client is obligated to deduct pay-as-you-earn taxes and other applicable levies from Locum revenues.

Where Locums earn more than the statutory benchmark minimum earnings (different per country and region) the applicable law is more lenient in terms of not deeming Independent Contractors to be employees, but Locums can still be deemed employees if certain criteria are met.

By using Shift'M, Locums contract directly with Clients in respect of their Services. Shift'M is merely the facilitating platform that enables Clients to view Locum Profiles, engage with and transact online directly for their Services.

Shift'M also assists with the collection of Locum revenues from Clients.

IS SHIFT'M A LABOUR BROKER?

No, Shift'M is a web-based platform that facilitates direct contact and transactions between Clients and Locums for the purchase of Locum services. We do not employ Locums, nor do we create the expectation of employment. We further, do not create any expectations of employment between Clients and Locums. Our Locums and Clients accept this upfront by using Shift'M.

Shift'M acts as Payment Agent between Client and Locum.

Shift'M does not in any way represent that Locums will be treated as or qualify as employees or will benefit from any employee rights or protections whatsoever now or in the future from locum work secured from Clients on or through Shift'M.

A NOTE ON TAXATION

Income tax, VAT and other levies may apply to Locums either as sole proprietors or through their corporate entities through which they contract. Locums may be entitled to apply at their own instance or at the request of or through the Client, to the tax authorities for tax directives and supply these to Clients.

Shift'M does not express, imply or adopt any opinion on tax-related conditions that may apply to Locums or Clients or between Locums and Clients. Both Locums and Clients should seek their own advice on all tax-related issues and especially on the nature of the relationship between Locum and Client that pertains to their specific Locum / Client circumstances.

SHIFT'M TERMS & CONDITIONS

The following terms and conditions govern your access to and use of the Shift'M platform, including any content, functionality and services offered on or through www.shiftm.com (the 'Platform').

Please read the Terms & Conditions carefully before you start using the platform.

By using the platform, registering as a user, opening an account or by clicking that you accept or agree to our Terms & Conditions when this option is made available to you, you fully accept and agree to be bound by and abide by our Terms & Conditions (and all updates) and our Privacy Policy, found here incorporated herein by reference. If you do not agree to these Terms & Conditions or the Privacy Policy, you must not access or use the platform. Note that we do not apply new terms and conditions retrospectively.

We may modify the platform Terms & Conditions from time to time and all users will be notified by email of the new Terms & Conditions. We encourage you to check our platform regularly to appraise yourself with current applicable terms in effect. By visiting the platform following any modifications to the platform Terms & Conditions, you agree to be bound by such changes and updates.

We may also introduce changes to Client and Locum fees and terms as required by the development of our business and will give notice to Clients and Locums. We include the effective date of our adjustment to terms and such modifications shall take effect and be binding on Clients and Locums thirty (30) days after such notification.

This Platform is offered and available to users who are 18 years of age or older. If you are under 18 you may not use this Platform or the Shift'M Services. By using this Platform, you represent and warrant that you are of legal age to form a binding contract and meet all the foregoing eligibility requirements. If you do not meet these requirements, you must not access or use the Shift'M platform.

Our Supports team is available if you have any questions regarding the platform or Terms and Conditions. Contacting our Support team can be performed by submitting a request [here](#).

Shift'M may make changes to its Terms & Conditions from time to time and at any time.

OVERVIEW OF MAIN TERMS

- Only registered users may transact on Shift'M.
- Registration is free.
- Locums on Shift'M are offered at any price set by the Locum themselves.
- Clients search for or place Job Ads for and select their preferred provider(s) of selected Services.
- Clients place Bookings for Locum, which, when accepted by Locums, become binding contracts.
- Clients and Locums contract directly between themselves for the provision of Services.
- Users are prohibited from by-passing the Shift'M platform in any attempt to avoid platform charges.

BOOKINGS

- Locums must fulfill their service obligations (contained in their Booking by the Client).

- Cancelling Bookings will affect Locums' reputation and rating.
- Locums earn Ratings based on their performance and reputation. Higher ratings could provide benefits, including higher attainable prices for their Services and repeat business.
- Users may not offer or accept payments using any method other than placing a Booking through Shift'M.
- Users agree not to by-pass Shift'M in respect of Shift'M Locums and not to approach or contact (for the defined protection period set out below), directly or indirectly, Shift'M or Shift'M Clients, resulting in a loss of revenues to Shift'M.
- Clients are granted all rights in respect of the delivered services unless otherwise specified by the Locum on their Locum Profile and specifically agreed with the Client.

SHIFT'M FEES

Shift'M charges Clients a transaction fee (commission) of 15% of the Booking value (plus VAT) on the purchasing of Locum Services (i.e.: on a Booking).

Note: in the event that a Client pays a Locum for his/her Services, 'offline, i.e.: pays the Locum directly or outside of the Platform, the above fee payable by the Client to Shift'M will be 20%, due and payable on the same terms as applicable to our normal fees.

Shift'M does not provide any guarantee in respect of a Locum's Booking with the Client and shall not be liable for any loss, damage or injury to person, business or property of the Client from whatsoever cause, arising directly or indirectly from any act or omission of a Locum introduced by Shift'M.

RECOGNITION & PROTECTION OF SHIFT'M INTRODUCTIONS OF LOCUMS:

- The Client and Locum will be liable to Shift'M for the full fee(s) referred to above if the Locum is Booked or employed following or triggered by a Shift'M platform interaction between the Client and the Locum, irrespective of when the Locum commences Services with the Client, provided that such commencement occurs within 12 months of initial interaction.
- Note that the test as to whether Shift'M was the trigger for the Client making use of the Locum Services or employment of the Permanent worker is this: *if the Client was not already in an actual recruitment process (e.g.: an interview) with such Locum then the Client and Locum agree that Shift'M was the effective cause of the Client and Locum making use of the Locum Services or the employment of the Permanent worker and the Shift'M fee will be due and payable by the Client.*

FEE AVOIDANCE and NON-SOLICITATION OF SHIFT'M CLIENTS & LOCUMS

- Shift'M provides a valued service offering by enabling Locums and their professional Shift'M Profiles to be visible to Clients and by enabling Clients search for, engage with and transact for Locum Services.
- In return, Locums shall not engage with or solicit a Shift'M Client or accept a permanent or flexible role as a Permanent worker or Locum respectively, directly with a Client, or a party introduced by such Client who was introduced to Locums by Shift'M, for a period of one 12 months from the date of the introduction. The reciprocal obligation applies to Clients.
- The terms of Bookings placed by Clients must reflect the actual remuneration arrangement between Clients and Locums. Any manipulation or adjustment of Bookings values by Client and/or Locum to reduce Platform fees, is strictly forbidden and implicated users will be removed from the Platform and Shift'M will pursue its contracted fees from the party(ies) through legal action.
- An introduction of a Locum by Shift'M to a Client shall be deemed to have occurred when such Locum has initiated contact with a Client or when a Client has initiated contact with such Locum through the Shift'M platform, irrespective whether there is a response to the initiated contact and irrespective whether the contact or any response is initiated or conducted through the platform or otherwise.

INVOICING

Once a Booking is placed between the Locum and Client, the Client will receive a Locum invoice from Shift'M on behalf of the Locum, for the use of the Locum Services. Such invoice will include Shift'M's fee (plus VAT) due to Shift'M by the Client.

Note:

In instances where payment is made to Locums by Clients offshore (international) there may be additional bank or forex charges incurred by Shift'M as payment agent acting on behalf of the Locum and we reserve the right to deduct these from the net amount payable to the Locum.

Note:

Locums may not use the Shift'M Messaging Service feature in any way to invoice Clients. Shift'M acts as exclusive payment agent for users. Any attempt to avoid Shift'M fees in this way could lead to de-registration of a Locum and/or Client by Shift'M as well as legal action for recovery of fees.

PAYMENTS

Clients make payments for a Booking to Locums through the Stripe payment platform. Payout of funds are regulated by the payment platform and are subject to the Strip payment conditions.

Note that the above payment timing assumes that the Client and Locum are not in a dispute over delivery of the Services and that payments have not been suspended by Shift'M (for other reasons related to a breach of Shift'M terms). Note also that there can be timing exceptions due to local banking system clearance periods. Shift'M cannot be responsible for any delays in payments from Clients or to Locums.

LOCUM TERMS OVERVIEW

BASICS:

- Locums list their professional Locum Services on Shift'M to enable Clients to purchase their Services.
- For each Booking, on successful completion by the Locum, consequent payment by the Client and collection of revenues by Shift'M, Shift'M (acting as Payment Agent) transfers the Booking revenues to the Locum. See detail regarding fees applicable to off-platform transactions.
- If a Booking is cancelled by the Client (for any reason), outstanding revenues in respect of Services already delivered (up until cancellation) will be paid to the following receipt of such funds from the Client.
- A Locum's rating is calculated based on the reviews posted by Clients. High Ratings could enable Locums to quote higher prices and achieve more favorable Booking terms.

LOCUM SERVICES

- Locums list their Professional Locum Services on their profile by means of creating a listing.
- Listings may be removed by Shift'M for violations of these Terms & Conditions, which may include (but are not limited to) the following violations or infringements:
 - Illegal or fraudulent Services;
 - Content that demeans or diminishes the professional reputation or image of Shift'M;
 - Copyright Infringement, Trademark Infringement, and violation of a third party's Terms & Conditions reported through our Intellectual Property Policy;
 - Adult oriented Services, Pornographic, Inappropriate/Obscene;
 - Spam, Nonsense, or Violent Locum Services;
 - Locum Services misleading to Clients;
- Listings that are removed for above-mentioned violations may result in the suspension of the Locum's account.
- Locums that are removed for violations are not eligible to be restored or edited.
- Listings may be removed from our Search feature due to user misconduct as reported by Clients.
- Any statements on your Profile Page that undermine or circumvent these Terms & Conditions are prohibited.
- Listings may be priced by Locums at any price at their discretion.

- Shift'M does not provide a dispute resolution service and may not be held accountable or responsible for any disagreement, dispute, loss or damages to either Locum, Permanent worker or Client in making use of Shift'M and in transactions between Locums, Permanent workers and Clients. Users accept and agree in advance that they may not lodge any form of claim or redress against Shift'M arising out of disputes or claims between users or claims against Shift'M related to use of the Platform or our services.

NON-DISCLOSURE

You guarantee that you are competent and qualified to properly carry out the Services that you undertake for, or offer to, Clients on this platform.

Should it, after a Client has placed a Booking for you, be established that there has been material non-disclosure, misleading or incorrect information given by you to the Client, which is of a material nature, you agree that the Client reserves the right to terminate the Booking for your Services with immediate effect. "Material", includes, amongst other things, issues relating to honesty, integrity, trustworthiness and issues relating to your work experience, abilities, qualifications but also includes issues relating to your identity, credit standing (only where relevant by law) and legal status (including rights to work and criminal status).

RATINGS

- Changes in Ratings are automatically updated after completion of each Booking.
- The Ratings that can be achieved are 1-5 Shift'M Stars. 5 Shift'M Stars reflects a top-rated Locum.
- Feedback Reviews provided by users when Verifying a Completed Booking are an essential part of Shift'M's rating system. Reviews demonstrate the users overall experience
- Locums who cannot maintain their high quality of Service, or who experience a severe drop in Ratings, or who stop delivering on time, risk a declining Locum rating and the advantages that come with it. For example, late or inadequate or sub-standard Delivery or warnings to Shift'M about the Locum's performance; and cancellations due to poor performance can cause a Locum to drop to a lower Rating.
- By signing up with and using Shift'M, the Locum fully accepts Shift'M's Rating methodology and agrees that he/she shall have no recourse of any nature against Shift'M related to Locum's ratings.
- Clients are encouraged to communicate to the Locum any concerns experienced during their active Booking regarding the Service provided by the Locum through the mechanism of the Booking Inbox.
- Feedback given through Shift'M's Rating functionality is a prerogative of the user and at their discretion. Feedback reviews will not be removed unless there are clear violations of our Terms & Conditions. Shift'M is not and cannot be responsible for Remarks made by either parties.
- Note that Ratings and Reviews are made by the Client and the Locum after the Booking or Shift is complete.
- To prevent any misuse of our Rating system, all such feedback must come from legitimate Bookings executed exclusively through the Shift'M platform from Shift'M users within our Community. Bookings that are 'arranged' and/or that Shift'M decides (at their discretion) are artificial and designed to enhance Locum Ratings or to abuse the Shift'M platform with Bookings from additional accounts, will result in a permanent suspension of all related accounts.
- Ratings made by Clients are publicly displayed on a Locum's Profile Page. Clients have the option not to include a (text box) Review of the Locum's Delivery, but to still rate the Service (i.e.: using the Star ratings).
- Cancellation of a Booking does not automatically remove feedback unless mutually agreed between Client and Locum. There is no option to provide feedback if a Booking is cancelled.
- Users may leave reviews on Bookings up to 30 days after a Booking is marked as Complete. No new reviews may be added to a Booking after 30 days.
- Locums may not solicit the removal of reviews from their Clients through mutual cancellations or contact.

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TOP-RATED LOCUMS

- Top Rated Locums are chosen automatically using Shift'M algorithms and at our discretion, manually, by Shift'M editors through an ongoing review process based on:
 - Price at which Bookings are concluded (and repeated).

Shift'M 2020

- Volume of Bookings.
- Extremely high Ratings.
- Exceptional customer feedback.
- High Booking completion rate.

Top rated Locums can gain access to Higher Shift'M search result prominence.

- Top Rated Locum eligibility is monitored and evaluated by Shift'M to ensure quality standards and that Shift'M expectations are maintained. Top Rated Locums who do not maintain their high-quality Service through a material drop in Ratings or Service Delivery which may be evidenced by (for example) not delivering on time, increased cancellation rate or violations of Shift'M's Terms & Conditions, risk losing their Top rating and associated benefits.

BOOKING CORRESPONDENCE BETWEEN CLIENT AND LOCUM

- Once a Client places an Inquiry for Locum Services, the Client and Locum can correspond regarding their Booking to address specific items.
Note: Shift'M is designed for Client-initiated contact only. We enable our Clients to accurately and selectively engage with Locums whom they perceive as offering the preferred Service that the Client requires.
- Locums may not use the Correspondence to materially alter their Services or as an opportunity to 'sell' diverse, unrelated or different Bookings to the Client. Shift'M aims to protect Clients from unsolicited and direct approaches and sales or marketing of any kind

CLIENT TERMS OVERVIEW

BASICS

- Shift'M is designed to enable Clients to search and selectively approach Shift'M Professional Locums to secure their Services through an 'Booking' for a defined period, referred to as a Shift.
- Shift'M is a platform for buying and selling of Professional Locum Services.
- We enable Clients to connect with Locums and to transact for such Services. We assist and empower our Locums by helping them offer their Services directly to a large Client base, and without their fees being 'capped' by Labour Brokers.
- Clients search for specific Professional Locum from Shift'M Locums using our search algorithms and then engage with selected / preferred Locums to transact for such Locum Services.
- Our search algorithms ensure that search results are personalised, adaptive and unique for every Client. Clients can make use of search criteria weightings to influence search results.
- The entire offer, acceptance and Booking completion process is performed through the Shift'M platform.
- Clients may not offer directly or indirectly, payments to Locums using payments or payment systems outside of the Shift'M Booking system. In other (more direct!) words – you may not bypass Shift'M to make use of or gain access to Locum Services offered on the Platform, for example, by transacting outside of Shift'M.
- Clients may request any specific Professional Locum Service from any Locum on Shift'M.

VAT CHARGES

A VAT compliant invoice will be provided to Clients. The same applies to other jurisdictions where Shift'M is legally obligated to apply VAT charges.

TRANSACTING ON SHIFT'M

BASICS

- Users transaction with each other through the Shift'M messaging platform. Client and Locums can only interact with each other once a Booking/Inquiry has been created.
- In summary, the transacting process is as follows:
 - Client conducts a **Search** for a preferred Locum.
 - Client expresses interest in a Locum by clicking on the **Book button**.

- Client completes the **Inquiry** (which is non-binding between Locum and Client) and is required to click Accept on the Shift'M Terms & Conditions in Booking to proceed.
- Locum responds with '**Approve**' or '**Decline**'
- Locum **Accepts the Booking**.
- The Booking is then concluded and is '**Confirmed**'
- You may not offer or encourage Locums to pay, or make payment using any method other than through the Shift'M platform or to Shift'M's dedicated account for such payments. In case you have been asked to use an alternative payment method, please report it immediately to Supports [here](#).
- To protect against fraud, unauthorized Bookings (such as money laundering), claims or other liabilities, we do not collect credit information; but allow our payment vendors to collect information for collecting payments from Clients on the App for transferring payments to Locums on the App. We are not exposed to the payment information provided to our payment vendors and this information is subject to the privacy policy applicable to the payment vendor. Please see our
- Once a Booking is Accepted (i.e.: Locum accepts the Client Inquiry), the Booking will be created and given a unique **Shift'M Booking Reference number**.
- A Booking will be automatically marked as Complete after the Locum has ended their Shift, even if the Locum is not rated (on the Locum Services provided) to the Client (provided that no request for modification by the Client was submitted)
- We encourage our Clients and Locums to try and settle issues or possible disputes amongst themselves.
- Shift'M provides tips in FAQ's on possible issues of disagreement that may arise between Locum and Client. In respect of issues or disputes both Locum and Client have agreed to be bound by the Shift'M Terms & Conditions which are freely available and evident under **Conflict and Resolution Tips** in our FAQ.
- Shift'M does not provide a dispute resolution service or give advice on disputes or their resolution and may not be held accountable or responsible for any disagreement, loss or damage to either the Locum or Client in making use of Shift'M and/or through or related to transactions between Locums and Clients. Locums and Clients accept and agree in advance that they may not lodge any form of claim or redress against Shift'M.

If you encounter illegal or non-authorized usage of the Shift'M platform, users can contact Shift'M **Supports** [here](#).

ACCEPTANCE OF BOOKINGS & DELIVERY OF SERVICES

- When a Client places a Booking for a Locum, the Locum is notified by email as well as notifications on the platform through Inbox located under the menu on the left-hand side of the screen, while logged into his/her account.
- In response to an **Inquiry**, Locums may be asked by the Client to provide information on the Client's specific Service requests via **Messaging Service**.
- Most information relevant to Client requests should already be visible to Clients in the Locum's Profile when the Locum completes the information required to complete his/her Profile.

PAYMENT METHODS BY CLIENTS

There are several ways Clients can pay for Services on Shift'M. Choose the option which best suits you. *Note: Clients may transact with both local and international Locums.*

The following are payment methods that may be used on Shift'M:

- Pay via Credit Card through the trusted Stripe payment gateway integrated into our Shift'M platform.
- PayPal. This payment method can be used by Clients for payments to local and international Locums.

Note that in all instances, Booking Revenues are paid by Clients to the Stripe payment platform before being transferred to the Locum. Shift'M only facilitates the transaction.

CANCELLATION OF BOOKINGS

We have set out below, the Shift'M **standard cancellation terms**. Note that Clients and Locums are free to agree on different cancellation terms as long as they record such terms via Inbox Correspondence or upload such terms in a document / contract on the Client "Contracts" page.

WHAT HAPPENS WHEN A BOOKING IS CANCELLED?

If a Booking is cancelled (for any reason), any revenues collected through Shift'M from the Client flowing from that Booking, but not yet paid to the Locum due to the Cancellation, will be refunded through the Stripe payment platform. The refund is subject to the Terms and Conditions of the stripe payment platform. The client payment will be refunded, less any applicable Shift'M fees and less the applicable cancellation policy terms, if any.

Should a Booking be cancelled for any reason, neither party will have any further rights and/or obligations with regards thereto, except for those rights and/or obligations that survive its termination, such as an Obligation to pay the Locum for services rendered.

Clients will still incur the Shift'M fee, despite cancellation of a Booking by the Client. If the Locum cancelled the Booking, the Client will not incur the Shift'M fee.

Note that Cancellations will have a negative effect on the Locum or Client's respective rating if they were the cancelling party.

MUTUAL CANCELLATION:

Shift'M also enables Clients and Locums to Mutually Cancel a Booking at any time after commencement of the Booking. The above Mutual Cancellation option requires Clients and Locums to act in good faith. The mechanism may not be used as a method of bypassing the Shift'M Platform and if users misuse it to achieve this end, Shift'M may disqualify such users from using the Platform as well as seeking to recover lost income from both parties and users agree that this may be on a joint and several liability basis.

We like to regard Mutual Cancellation as a crucial and open-minded freedom between Locum and Client but note that prevailing Labour Legislation may override any contractual rights agreed to between the Locum and Client and such risk is borne purely by the contracting parties to the Booking, which are Client and Locum.

Both parties (Locums and Clients) use the platform knowing and accepting in advance that they may benefit from and rely on such flexibility that such terms would provide and that this mutual understanding will boost Locum transacting between providers and takers of Professional Services.

We encourage a way of working together where buyers and sellers of services exercise a degree of 'meeting halfway' via mutual consent in terms of allowing the other party to withdraw from a Booking.

Clients may use the Messaging Service Inbox feature during the Shift period, to communicate issues to the Locum, if the service does not match the Locums' description of their Services on the Locum Profile or if the service provided does not match the requirements sent by the Client to the Locum as described in the Booking. Clients reversing or attempting to reverse a payment through their payment provider or bank are in violation of these Terms & Conditions. Doing so may result in the Client account being temporarily disabled to investigate possible security violations. Shift'M reserves the right to cancel Bookings or place funds on hold for any suspected fraudulent Bookings made on the platform.

REFUNDS

- Shift'M automatically issues a refund to Clients for cancelled Bookings (less Shift'M's fee). The fee is also subject to the cancellation policy specified by the Locum
- If a Booking is legitimately (the Client is not in breach of the Platform terms relating to cancellations and bypassing of the Platform) and correctly cancelled, any Client funds not yet paid to the Locum will, on request by the Client be refunded to the bank account of the Client (less Shift'M's fee) as setup in their profile.

USER CONDUCT AND PROTECTION

Shift'M maintains a friendly, community-spirited and professional environment. Users should maintain and respect that spirit while using the Shift'M platform. This section relates to the expected conduct users should adhere to while interacting with each other on Shift'M.

To report a violation of our Terms & Conditions, User Misconduct, or inquiries regarding your account, please contact our Support team [here](#).

We care about your privacy. You can read our Privacy Policy in our [FAQ](#) section in the Help Center. Our Privacy Policy is a part of these Terms & Conditions and incorporated herein by reference.

Basics:

- Requesting or providing email or other contact addresses, Skype/IM usernames, telephone numbers or any other personal contact details to communicate outside of Shift'M to circumvent or abuse any Shift'M messaging systems or the Shift'M platform is not permitted.
- To protect our users' privacy, Locum personal details are kept anonymous. Personal information is only provided once the Locum approves a Booking from the Client, hereby forming a legal and binding agreement
- Once a Client has placed a Booking or Inquiry and the Locum has accepted such Booking, the Client may request that the Locum reveal relevant confidential information to the Client for the purposes of the Client implementing the Booking. For example, the Locum may be called upon to provide employment-related or other contractual documentation for the Booking (or following the Booking) to perform necessary and allowable credibility checks on the Locum. Examples of such information requests may include Tax Number or Identification number.
- Any necessary exchange of personal information required to continue a Service may be exchanged through the Messaging service between Client and Locum.
- The Shift'M platform contains personal information belonging to and entered by users. Shift'M does not warrant the correctness or accuracy of information entered by users on Shift'M.
- Shift'M is authorized by users to disclose their personal information to Clients for processing as defined in the above legislation. Users may not collect, store or use such personal information for any purpose and in any way contrary to such authorization by the users or legislation.
- You agree to comply with privacy legislation in relation to any personal information that you obtain from the Shift'M platform.
- You indemnify Shift'M against any claim by any third party or user, arising from or in connection with your processing of personal information obtained from the Shift'M database.
- Shift'M does not provide any guarantee of the level of Service offered to Clients or Locums. We also provide no warranty with respect to the Locum Services, their delivery, and any communications between Clients and Locums. We encourage users to take advantage of our rating system, our community and to apply common sense in choosing appropriate Locum Services offers.
- By offering a Service, the Locum undertakes and guarantees that he/she has appropriate skills, experience, ability, permissions, rights and/or licenses to provide the Services that the Locum offers/ed on Shift'M. Locums offering their Professional Services online must comply with Shift'M Terms & Conditions. Failing to do so may result in removal of the Professional Services and may lead to the suspension of a Locum's account.
- Locums hereby specifically consent to Clients making use of their personal information entered by such Locums for processing as defined in the above POPI & GDPR legislation and to give effect to the stated purposes of the Platform.
- Shift'M does not provide protection for users who interact outside of the Shift'M platform.
- All information and file exchanges must be performed exclusively on Shift'M's platform.
- Rude, abusive, improper language, or violent messages sent to users will not be tolerated and may result in an account warning or the suspension/removal of your account.
- Shift'M reserves the right to put any account on hold or permanently disable accounts due to breach of our Terms & Conditions or due to any illegal or inappropriate use of the platform or Services brought to our attention.
- Users with disabled accounts will not be able to make use of Shift'M.
- You understand and agree that if you use Shift'M after the date on which the terms and conditions have changed, Shift'M will notify users via email regarding notice of updates to Terms & Conditions

and by doing so, you agree to have been properly notified of such updated Terms & Conditions and that by continuing, you accept such updated Terms & Conditions.

- Uploaded Content ('UC') by Shift'M users refers to the content added and/or uploaded by users of Shift'M in contemplation of or arising from or out of the performance of their work with a Client. All UC uploaded to Shift'M by Clients and Locums is not reviewed or screened by Shift'M. You agree with the above and you agree that inappropriate or content may be removed or disabled at Shift'M's discretion.
- Users must be able to verify their account ownership through Supports by providing documents, identification and correspondence that prove ownership of that account to the satisfaction of Shift'M.
- Users who have violated our Terms & Conditions and had their account disabled may contact our Support team for more information surrounding the violation and status of their account.

Restrictions

- Users with the intention to (or who have the effect of) defame competing Locums or Clients will have their reviews / comments removed or further account rating related actions determined by review by our Supports team
- Users must not spam or solicit previous Clients or Locums to pursue removing/modifying reviews or cancelling Bookings that do not align with Booking Cancellation or Feedback policies or to solicit additional Services.

Reporting Violations

If you come across any content that may violate our Terms & Conditions, you should report it to us through contacting Support as outlined in our Terms & Conditions. Cases are reviewed by [Support](#). To protect individual privacy, the results of the investigation are not shared. You can review our Privacy Policy for more information.

Violations

Users may receive a warning on their account for violations of our Terms & Conditions or any user misconduct reported to [Support](#). A warning will be sent to the user's email address and will be displayed for such user on the Platform. Warnings do not limit account activity but can lead to less booking requests or becoming permanently disabled depending on the extent and severity of the violation.

NON-PERMITTED USAGE

Adult Services & Pornography: Shift'M does not allow any exchange of adult-oriented or pornographic materials and Services.

Inappropriate Behavior & Language: Communication on Shift'M should be friendly, constructive, and professional. Shift'M condemns bullying, racism, harassment, and hate speech towards others. We allow users a medium for which messages are exchanged between Locums and Clients and, a structure to rate Shifts. We value such feedback and comments to further improve our offering.

Phishing and Spam: Shift'M takes the matter of its users' security seriously. Any attempts to publish or send malicious content with the intent to compromise another user's account or computer infrastructure is strictly prohibited. Please respect our users' privacy by not contacting them for commercial purposes outside of the intents and purposes of Shift'M.

Privacy & Identity: You may not publish or post other people's private and confidential information. Any personal information exchange required for the completion of a Service must be provided within a Booking and via Booking Correspondence. Locums confirm, that whatever information they receive from the Client, which is not public domain, shall not be used for any purpose whatsoever other than for the delivery of the work to the Client and will be treated as confidential.

Fraud / Unlawful Use: You may not use Shift'M for any unlawful purposes or to conduct illegal activities.

ABUSE AND SPAM

To prevent fraud and abuse, users are limited to one active account. Any additional account determined to be created to circumvent guidelines, promote competitive advantages, or mislead the Shift'M community will be disabled. Mass account creation may result in disabling of all related accounts. Note: any violations of Shift'M's Terms & Conditions could be cause for permanent suspension of all accounts.

CAN SHIFT'M CANCEL MY ACCOUNT?

Shift'M may cancel, deactivate or suspend a user's account.

An account may be temporarily deactivated due to low response rate or acceptance rate. To reactivate your account in these instances, steps will be outlined in an email sent to you advising you of the account cancellation or deactivation.

Shift'M periodically reviews accounts in order to verify the registration of the Locum. If Shift'M finds the Locum's registration has lapsed, expired, was not renewed or for whatever reason has been terminated, Shift'M will remove the users profile verification status. Shift'M performs this to uphold high standards and provide security to our users in the Shift'M Community. We may also deactivate accounts due to breaches of our Terms & Conditions. Shift'M may deactivate, suspend your account and/or prevent your access the Shift'M platform. Shift'M will not deactivate or suspend your account due to poor performance or bad ratings.

Pending Bookings or even Bookings already accepted may be cancelled by Shift'M. We may advise Clients that and Locums that a Booking has been cancelled and if appropriate, we may refund (credit) the Client in full, regardless of the cancellation terms agreed selected in the profile of the Locum. If a Booking is canceled, Shift'M will not suggest a replacement, as Shift'M does not operate as an agency. It is the freedom and choice of the Client to search for and/or book another Locum via the platform.

Note that the Shift'M platform is designed for Clients to source Locums who are 'Professionals' – performing work that requires deep specialist skills and training.

DISCLAIMER

YOUR USE OF THE SHIFT'M PLATFORM, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS DONE AT YOUR OWN RISK AND IS PROVIDED ON AN 'AS IS' BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SHIFT'M NOR ANY PERSON ASSOCIATED WITH SHIFT'M MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, EFFECTIVENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE APP OR WEBSITE.

LIMITATION OF LIABILITY

SHIFT'M, ITS AFFILIATES, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE USE, OR INABILITY TO USE SHIFT'M, INCLUDING DAMAGES OF A SPECIAL OR CONSEQUENTIAL TYPE, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA, AND WHETHER CAUSED BY DELICT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE.