



## Terms of Service

### **Roster Elf Pty Ltd (ACN 164 843 609) (“Roster Elf”)**

Before using any of Roster Elf’s services (“Service”), you are required to read, understand and agree to these terms (“Terms of Service”).

#### **1. Introduction**

- (a) By creating an account with Roster Elf (“Account”) you are agreeing to be bound by the following Terms of Service.
- (b) Roster Elf reserves the right to make changes to the Terms of Service from time to time without notice. Continuing to use the Service after any such changes shall constitute your acceptance of these changes.
- (c) Any updates or new features to the current Service shall be subject to the Terms of Service.
- (d) Roster Elf reserves the right to terminate your Account should you violate any of the Terms of Service below.
- (e) You also understand and agree that Roster Elf is not responsible for the content posted on the Service. You agree to use the Service at your own risk.

#### **2. Account terms**

- (a) You must provide your correct name, a valid email address, and any other information requested in order to complete the signup process.
- (b) Failure to provide the correct account information may result in Roster Elf cancelling your Account.
- (c) Any one person or legal entity may apply for only one Roster Elf account that offers a promotion for a free trial or introductory offer.
- (d) Your login may only be used by one person – a single login shared by multiple people is not permitted.

- (e) You are responsible for maintaining the security of your Account and password. Roster Elf cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- (f) You are responsible for all content posted and activity that occurs under your Account (even when content is posted by others who have accounts under your Account).
- (g) You may not use the Service for any illegal or unauthorised purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

### **3. Payment & refunds terms**

- (a) You are required to purchase Elf Coins as credits to use the Service.
- (b) Prices for Elf Coins are published on the Roster Elf website and are charged in Australian Dollars. Roster Elf reserves the right to amend prices for Elf Coins from time to time at its discretion in accordance with clause 5(b) below.
- (c) The price is inclusive of Australian Goods and Services Tax (GST) for Australian businesses. The price is exclusive of all other taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.
- (d) Upon purchase, Elf Coins will be immediately added to your Account.
- (e) Elf Coins will have an expiry date of 3 months from date of purchase. If not used in this time, Elf Coins will automatically be removed from your Account.
- (f) Elf Coins are not redeemable for cash or transferrable.
- (g) Should your Account be closed or terminated, whether by yourself or by Roster Elf, any unused Elf Coins will not be refunded.
- (h) If for any reason you are not completely satisfied with your purchase we will give you a 15 day money-back guarantee from the time of your purchase. Please email us at [accounts@rosterelf.com](mailto:accounts@rosterelf.com) within that time if you are not satisfied with your purchase so that we can resolve any problems.
- (i) If you choose the Automatic Topup option for ElfCoins you authorise Roster Elf to charge your credit card for the purchase of additional ElfCoins each time you have used 90% of the previous purchase. RosterElf will continue to topup your account until such time that you opt out of this option through the Site.

#### **4. Cancellation and termination**

- (a) You can cancel your Account at any time by emailing [accounts@rosterelf.com](mailto:accounts@rosterelf.com). Any unused Elf Coins will not be refunded.
- (b) All of the content contained in your Account, including Elf Coins (“Content”) will be immediately deleted from the Service upon cancellation. This information cannot be recovered once your Account is cancelled.
- (c) Roster Elf, in its sole discretion, has the right to suspend or terminate your Account and refuse any and all current or future use of the Service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account, or your access to your Account, and the forfeiture and relinquishment of all Content in your Account.

#### **5. Modifications to the service and prices**

- (a) Roster Elf reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
- (b) Prices of all Services, including but not limited to the purchase of Elf Coins, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Roster Elf Website at [www.rosterelf.com](http://www.rosterelf.com) or the Service itself.

#### **6. Trademark, Copyright and Content ownership**

- (a) We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours.
- (b) Roster Elf does not pre-screen content, but we retain the right (but not the obligation) in our sole discretion to refuse or remove any Content that is available via the Service.
- (c) The Service is protected by copyright owned by Roster Elf Pty Ltd. Roster Elf reserves all of its rights in relation to this copyright. You may not duplicate, copy, or reuse any portion of the visual design elements or coding or programming without express written permission of Roster Elf.
- (d) The names Roster Elf and Magically Simple are protected by Trademarks and you should not duplicate, copy or use any portion of these Trademarks.

#### **7. Your Warranties**

- (a) By using the Service, you represent and warrant to Roster Elf that Roster Elf will not be liable for any direct or indirect expense, damage or injury (including indirect loss of revenue, profits, goodwill or business opportunity) howsoever caused, including arising directly or indirectly from or in connection with these Terms of Service.
- (b) You are entitled to rights under Australian consumer protection law that cannot be excluded by contract. Subject to any of these rights you may have under Australian consumer protection law, Roster Elf excludes to the fullest extent possible all implied terms and warranties, whether statutory or otherwise, relating to the Service or any other matter under these Terms of Service.

## **8. General conditions**

- (c) Your use of the Service is at your sole risk. The Service is provided on an “as is” and “as available” basis.
- (d) You understand that Roster Elf uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
- (e) You must not modify, adapt or hack the Service or modify another website or software so as to falsely imply that it is associated with the Service, or Roster Elf.
- (f) You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission of Roster Elf.
- (g) We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.
- (h) Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Roster Elf customer, employee, member, representative, or officer will result in immediate Account termination.
- (i) You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve:
  - (i) transmissions over various networks; and
  - (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

- (j) You must not transmit any worms or viruses or any code of any nature.
- (k) Roster Elf does not warrant that:
  - (i) the Service will meet your specific requirements,
  - (ii) the Service will be uninterrupted, timely, secure, or error-free
  - (iii) the results that may be obtained from the use of the Service will be accurate or reliable
  - (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and
  - (v) any errors in the Service will be corrected.
- (l) You expressly understand, agree and warrant that Roster Elf shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Roster Elf has been advised of the possibility of such damages), resulting from:
  - (i) the use or the inability to use the Service;
  - (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service;
  - (iii) unauthorised access to or alteration of your transmissions or data;
  - (iv) statements or conduct of any third party on the Service;
  - (v) or any other matter relating to the Service.
- (m) The failure of Roster Elf to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Roster Elf and govern your use of the Service, superseding any prior agreements between you and Roster Elf (including, but not limited to, any prior versions of the Terms of Service).
- (n) Any provision of these Terms of Service this is invalid, prohibited or not enforceable in accordance with its terms, all other provisions which are self sustaining and capable of separate enforcement without regard to the invalid provision, shall be and continue to be valid and forceful in accordance with their terms.
- (o) These Terms of Service are governed by, construed and enforced in accordance with the laws of Western Australia and the Commonwealth of

Australia (as applicable). Disputes arising from your use of the Service are exclusively subject to the jurisdiction of the courts of Western Australian and the Commonwealth of Australia (as applicable).

- (p) Roster Elf makes no representations or warranties that the content of the Service complies with the laws (including intellectual property laws) of any country outside Australia.
- (q) Any queries about the Terms of Service should be sent to [accounts@rosterelf.com](mailto:accounts@rosterelf.com).

## **9. Website Terms and Privacy Policy**

- (a) You must also refer to Roster Elf's Website Terms for further information. Personal information (such as your contact details) provided to Roster Elf during your use of the Services will be kept and used by Roster Elf in accordance with Roster Elf's Privacy Policy.
- (b) Roster Elf's Website Terms and Privacy Policy can be found [here](#) **[Insert hyperlink]**