

OpShifts Acceptable Use Policy

Effective date: [insert date]

This Acceptable Use Policy applies to all venues, employers, managers, administrators, staff members and other authorised users of the OpShifts service, including use of the service through WhatsApp (the **Service**).

This Policy should be read with the applicable OpShifts agreement, staff terms of use and privacy policy. If there is an inconsistency, the applicable agreement between OpShifts and the Venue will prevail to the extent of that inconsistency.

1. Purpose

The Service is intended to support legitimate workforce-administration activities, including communicating about shifts, availability, leave, time-off requests, shift swaps and related roster administration.

The Service must be used professionally, lawfully, respectfully and only for authorised business purposes.

2. Venue Responsibilities

Each venue, employer or other organisation using the Service (a **Venue**) is responsible for its own use of the Service and for the actions of its authorised users.

A Venue must:

- ensure that it has a lawful basis and all necessary authority to provide staff members' personal information to OpShifts and to communicate with staff through WhatsApp;
- provide staff with appropriate privacy information and ensure that its use of the Service complies with applicable employment, labour, privacy, data-protection, anti-discrimination and communications laws;
- use the Service only for legitimate workforce-management and operational purposes;
- ensure that staff communications are accurate, appropriate, respectful and consistent with applicable workplace policies;
- maintain appropriate internal processes for approving shifts, leave, time off, shift swaps and other employment-related matters;
- ensure that only authorised personnel are given administrative access to the Service;
- promptly remove or update access for staff, managers or administrators who no longer require it;
- keep account credentials, devices and access methods secure;
- ensure that staff have an alternative means of contacting the Venue where WhatsApp or the Service is unavailable, particularly for urgent absences or workplace matters; and

- remain responsible for all employment-related decisions, including decisions concerning recruitment, scheduling, working hours, leave, pay, performance, discipline, termination and workplace conditions.

A Venue must not represent that OpShifts makes, approves or is responsible for employment-related decisions.

3. Staff Responsibilities

Staff members using the Service must:

- provide information that is accurate, complete and up to date, including availability and contact details;
- promptly notify the Venue if their telephone number changes or if information recorded through the Service is inaccurate;
- use the Service only for legitimate work-related communications with the Venue;
- keep their WhatsApp account and device reasonably secure;
- avoid sharing access to their WhatsApp account where doing so could expose work-related information;
- communicate professionally and respectfully; and
- follow the Venue's workplace policies and alternative reporting procedures where the Service is unavailable.

Submitting availability, leave, time-off or shift-swap information through the Service does not itself constitute approval. The Venue remains responsible for reviewing and deciding on those requests.

4. Prohibited Use

No user may use, or permit the use of, the Service to:

- send, upload, transmit or store unlawful, fraudulent, misleading, defamatory, threatening, abusive, discriminatory, harassing, hateful, obscene or otherwise inappropriate content;
- impersonate another person, misrepresent identity, authority, availability, attendance, leave status or other work-related information;
- submit deliberately false, misleading or incomplete information;
- use the Service for personal, political, commercial or other purposes unrelated to authorised workforce administration;
- send spam, unsolicited marketing, chain messages or bulk communications not connected with legitimate operational use;
- infringe another person's intellectual-property, privacy, confidentiality or other legal rights;
- collect, use, disclose or retain personal information except as authorised by the Venue, necessary for the Service's intended purpose and permitted by applicable law;

- request, share or include unnecessary sensitive personal information in free-text messages, including detailed medical, diagnostic or health information;
- use the Service to make or purport to make automated employment, disciplinary, remuneration, leave, performance or other consequential decisions about an individual;
- rely solely on AI-assisted interpretation of messages where human review is reasonably required, particularly where an interpretation may affect a staff member's shift, leave, pay or other workplace position;
- interfere with, disrupt, damage, disable, overload or compromise the Service, WhatsApp integrations, related systems or security controls;
- attempt to gain unauthorised access to the Service, another user's account, data, systems or networks;
- introduce malware, malicious code, viruses, ransomware or other harmful material;
- reverse engineer, decompile, copy, modify, create derivative works from or otherwise misuse the Service, except to the extent expressly permitted by applicable law; or
- use the Service in a manner that breaches applicable law, a court order, regulatory requirement, the Venue's workplace policies or any agreement governing use of the Service.

5. AI-Assisted Features

The Service may use AI-assisted tools to help interpret free-text availability messages and convert them into structured scheduling information.

These tools are intended to support roster administration only. They must not be used as the sole basis for decisions concerning employment, pay, leave, discipline, performance, termination or other consequential matters.

Venues must ensure that an appropriately authorised person reviews and remains accountable for employment-related and scheduling decisions. If a user identifies an apparent error in availability or roster information, the Venue should review and correct it promptly where appropriate.

6. WhatsApp and Other Third-Party Services

The Service operates through WhatsApp and may depend on third-party telecommunications, device and internet services. Users must comply with the applicable terms and policies of those third parties.

Users must not attempt to circumvent WhatsApp's security, technical restrictions or terms of use. The Venue should maintain alternative communication arrangements for circumstances in which WhatsApp or the Service is unavailable.

7. Monitoring and Enforcement

OpShifts and the Venue may investigate suspected misuse of the Service, subject to applicable law and their respective privacy obligations.

Where OpShifts reasonably considers that a user has breached this Policy, or that use of the Service creates a security, legal, operational or reputational risk, OpShifts may take proportionate action, including:

- issuing a warning;
- restricting or suspending access to the Service;
- requiring the Venue to remove or restrict a user's access;
- removing or disabling content where reasonably necessary;
- reporting suspected unlawful activity to the relevant Venue, authority or law-enforcement body where legally permitted or required; and
- taking any other action available under the applicable agreement or law.

8. Changes to This Policy

OpShifts may update this Policy from time to time to reflect changes in the Service, applicable law, security requirements or operational practices. Updated versions may be made available through the Service, WhatsApp, the OpShifts website or the Venue.

Continued use of the Service after an updated Policy takes effect constitutes acceptance of the updated Policy, to the extent permitted by applicable law.

11. Contact

Questions about the Service or this Policy may be directed to:

OpShifts (Pty) Ltd

Information Officer: Cameron Torrance

Email: cameron@opshifts.com