

Draft — OpShifts Staff Terms of Use

Effective date: [insert date]

These Staff Terms of Use govern your use of the OpShifts service through WhatsApp (the **Service**). Please read them together with the OpShifts Privacy Policy, available at: <https://opshifts.com/privacy>.

1. About the Service

OpShifts provides a WhatsApp-based tool that enables your employer or venue (the **Venue**) to communicate with you and administer operational rostering matters, including shifts, availability, leave, time-off requests and shift swaps.

You do not need to download a separate application to use the Service. The Service is made available to you through WhatsApp using the telephone number provided to the Venue.

There is no charge to you for using the Service. Your usual mobile network, data or WhatsApp charges may nevertheless apply, depending on your arrangement with your telecommunications provider.

2. Relationship with Your Employer and OpShifts

Your employment or other working relationship is with the Venue, not OpShifts.

The Venue is responsible for:

- deciding whether to use the Service;
- adding and maintaining your details in the Service;
- managing your shifts, availability, leave, pay, workplace arrangements and employment-related decisions;
- ensuring that its use of the Service complies with applicable employment, labour and data-protection laws; and
- responding to questions or requests concerning your employment, shifts, leave, availability or personal information in the first instance.

OpShifts provides the technology platform on the Venue's instructions. OpShifts is not your employer, labour broker, recruitment agency, manager, representative or agent, and does not make employment, disciplinary, pay, leave or other consequential decisions about you.

Nothing in these Staff Terms creates an employment, agency, partnership, joint venture or other contractual relationship between you and OpShifts.

3. Using WhatsApp to Interact with the Service

By replying to, or otherwise interacting with, OpShifts messages through WhatsApp, you acknowledge that the Service may be used to send and receive messages relating to your shifts, availability, leave, time-off requests, shift swaps and related roster administration.

You should:

- provide information that is accurate and up to date;

- promptly notify the Venue if your telephone number changes or if information recorded about you is inaccurate;
- keep your WhatsApp account and device reasonably secure;
- avoid sharing access to your WhatsApp account with others where this could expose your work-related information; and
- use the Service only for legitimate work-related communications with the Venue.

You remain responsible for communications sent from your WhatsApp account, except to the extent that an issue results from OpShifts' failure to maintain reasonable security measures or from circumstances outside your reasonable control.

4. Availability, Leave and Shift Requests

The Service may allow you to submit availability, leave, sick-day, time-off or shift-swap requests. Submitting a request through the Service does not mean that the request has been approved.

The Venue remains solely responsible for reviewing and deciding on requests, assigning shifts, managing attendance, and communicating any applicable workplace requirements or policies.

You should not use free-text messages to provide unnecessary sensitive personal information, including detailed medical, diagnostic or health information. Where you need to provide information of that nature, please follow the Venue's applicable internal process or contact the Venue directly.

5. AI-Assisted Administration

OpShifts may use AI-assisted tools to help interpret free-text availability messages and convert them into structured scheduling information, such as dates, shifts and periods of availability.

These tools are used for roster administration only. They are not used to make final decisions about your employment, pay, leave, discipline, performance or other consequential matters. Any scheduling or employment-related decision remains the responsibility of an authorised representative of the Venue.

If you believe that availability or scheduling information recorded through the Service is inaccurate, you should contact the Venue promptly so that it can review and correct the information where appropriate.

6. Personal Information

The Venue is responsible for your personal information processed through the Service. OpShifts processes that information on the Venue's behalf and in accordance with the Venue's instructions, applicable law and the OpShifts Privacy Policy.

The Service may process information such as your name, WhatsApp telephone number, role, skills, availability, shift history, leave requests, time-off requests and shift-swap requests, to the extent necessary for the Venue to administer its workforce and use the Service.

Questions or requests concerning your personal information, including requests for access, correction or deletion, should generally be directed to the Venue first. OpShifts will support the Venue in responding to such requests where required.

For further information about how personal information is handled, please see the OpShifts Privacy Policy at <https://opshifts.com/privacy>.

7. Third-Party Services

The Service operates through WhatsApp. WhatsApp is a third-party service and is subject to its own terms, privacy practices, availability and security arrangements.

OpShifts is not responsible for interruptions, delays, delivery failures, unauthorised access, loss of messages or other issues caused by WhatsApp, your device, your mobile-network provider or other third-party services.

8. Service Availability

OpShifts will use reasonable efforts to keep the Service available, but the Service is provided on an “as available” basis. The Service may be unavailable, delayed or interrupted due to maintenance, technical issues, WhatsApp outages, connectivity problems or circumstances beyond OpShifts’ reasonable control.

You should follow the Venue’s alternative communication procedures if you cannot access WhatsApp or the Service, particularly where you need to report an absence or raise an urgent work-related issue.

9. Acceptable Use

You must always use the Service in terms of the Acceptable Use Policy (AUP) available at [INSERT URL] and specifically (without limiting the AUP) you must not use the Service to:

- send unlawful, abusive, threatening, discriminatory, harassing or offensive content;
- impersonate another person or provide deliberately false information;
- interfere with, disrupt or attempt to gain unauthorised access to the Service or related systems;
- use the Service for purposes unrelated to your work relationship with the Venue; or
- infringe another person’s rights or breach applicable law.

The Venue or OpShifts may restrict or suspend access to the Service where reasonably necessary to protect the Service, comply with law, investigate misuse or address a breach of these Staff Terms.

10. No Employment Entitlement

Use of the Service does not create any entitlement to work, shifts, leave, payment, benefits or continued engagement. Those matters are determined solely between you and the Venue under your applicable employment contract, workplace policies and applicable law.

11. Liability

To the maximum extent permitted by applicable law, OpShifts is not liable for decisions made by the Venue concerning shifts, working hours, leave, pay, performance, discipline, termination, workplace conditions or any other employment-related matter.

OpShifts disclaims all liability arising from your use of the Service which is provided as is without any warranties.

Nothing in these Staff Terms excludes or limits liability that cannot lawfully be excluded or limited.

12. Changes to These Staff Terms

OpShifts may update these Staff Terms from time to time. Where changes are material, OpShifts may communicate them through WhatsApp, the Service, the OpShifts website or through the Venue. Continued use of the Service after the updated terms take effect will constitute acceptance of the updated terms, to the extent permitted by applicable law.

13. Contact and Questions

For questions about your shifts, availability, leave, workplace arrangements or employment relationship, please contact the Venue first.

For questions about the Service or the OpShifts Privacy Policy, contact:

OpShifts (Pty) Ltd

Information Officer: Cameron Torrance

Email: cameron@opshifts.com