

# Product Disclosure and Liability Statement

## Limitation of Liability and Disclaimer

1. ConnectCareers provides no warranty to you that services generally available through the Site will be uninterrupted or error free. Except where we are unable to exclude our liability by legislation, we, our officers, employees, agents and contractors will not be liable in any way to you, or anyone else, for any loss or damage, however it arises (whether in contract, tort including negligence, or otherwise) out of, or in connection with, your access and use of the Site.
2. In the case of goods or services supplied or offered via the Site, liability for breach of an implied term which cannot be excluded by legislation is limited at our option to either, the supply of the goods or services (or the equivalent goods or services) again, or the payment of the cost of having the goods or services supplied again.
3. Our limitation of liability under these Terms applies to direct, indirect, consequential, special, punitive or other damages that you or others may suffer, as well as damages for loss of profit, business interruption or the loss of data or information, even if we are informed of their possibility.
4. ConnectCareers accepts no responsibility or liability for any errors in your advertisements and you must check your advertisements for errors as soon as they are placed on the Site.
5. ConnectCareers agrees to use reasonable efforts to publish advertisements in the shortest possible time.
6. ConnectCareers cannot and does not guarantee or warrant to the you that files available for downloading through the Site delivered via electronic mail through the Site, or features and products available through the Site, will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.
7. ConnectCareers acts as a medium through which individuals look for employment opportunities. ConnectCareers does not vet, nor is it responsible for vetting, candidates or the representations made by them whether oral or in writing - including those representations appearing in candidates' resumes.

## Changes to the Site

8. ConnectCareers reserves the right at all times, without the need to have to provide any notice to you, to alter the functionality and/or appearance of its products and services available from ConnectCareers or the Site itself, including but not limited to advertisements on the Site and/or as they are represented on mobile communication devices.

## Your Obligations

9. You warrant and agree that:
  - a. you have the legal capacity and power to agree to be bound by these Terms and perform the obligations under them;

- b. advertisements and other works posted on the Site do not breach the intellectual property rights of any third party;
  - c. all files delivered to ConnectCareers will be free of infection or viruses;
  - d. you will not use the Site for any illegal purpose;
  - e. you will not use the Site, any features of the Site, or products offered on the Site to upload, download, transact, store or make available data that is unlawful, harassing threatening, harmful, tortious, defamatory, libelous, abusive violent, obscene, invasive of another's privacy, racially or ethnically offensive or otherwise in our opinion objectionable or damaging to ConnectCareers, the Site users or persons generally;
  - f. You may not assign or transfer any rights and obligations pursuant to these Terms to any other person or entity without ConnectCareers's prior written approval (which will not be unreasonably withheld). If you are a company, any change in your effective control shall be deemed an assignment for the purpose of this clause.
10. You indemnify and will keep indemnified ConnectCareers, its officers, employees and agents against all claims, actions, suits, liabilities, actual or contingent costs, damages and expenses incurred by ConnectCareers in connection with:
- a. any breach of these Terms or the Product Terms by you;
  - b. any negligent act or omission by you;
  - c. the listing or proposed listing of any advertisement by you on the Site or any related site; or
  - d. an actual or alleged breach by you of any law, legislation, regulations, by-laws, ordinances or codes of conduct which occurs a consequence of your advertisement appearing on the Site.
11. You agree at all times to deal with any information or products provided by ConnectCareers, or accessed from the Site, in a manner which abides by all applicable laws of Australia, or of any other relevant jurisdiction (including, without limitation, privacy and copyright laws).
12. Except as otherwise permitted under these Terms, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from this Site, including code and software.
13. You may not use data mining, robots, cat-fishing, screen scraping, or similar automated data gathering, extraction or publication tools on this Site (including without limitation for the purposes of establishing, maintaining, advancing or reproducing information contained on our Site, on another website, or in any other publication), without ConnectCareers's prior written approval.
14. You may not use the Site to post any pyramid scheme on the Site, and you also may not ask or require any candidate to pay a fee, charge, cost or any money whatsoever to apply for any job advertised on the Site; whether such fee, charge, cost or money is asked or required of the candidate in the job advertisement itself, or in any communication with the candidate that takes place as a result of a job advertisement placed on the Site.
15. You may not use any feature of the Site to send any unsolicited commercial electronic messages to candidates, whether individually or as a group. Candidate management tools may only be used to communicate with candidates, in accordance with the Product Terms.

16. You must not release to the public any news release, advertising material, promotional material or any other form of publicity relating to ConnectCareers without ConnectCareers's prior written approval.
17.
  - a. Any advertisements (including but not limited to Connect One, Connect X, Limitless One and Limitless X) acquired by you from ConnectCareers must not be on-sold or supplied by you to third parties unless you are a media buyer (as approved by ConnectCareers) whose primary business it is to acquire media on behalf of third parties, or unless you are a job recruiter and supply job recruitment services (as approved by ConnectCareers) in conjunction with the advertisements listed
  - b. Where you are a job recruiter and in accordance with clause 28(a) on sell or supply advertisements acquired by you from ConnectCareers, those ads must be branded with your job recruiter brand or co-branded, with both your job recruiter brand and the brand of your client to whom the advertisement has been on sold or supplied.
  - c. If you breach either or both of clauses 28(a) and 28(b), then ConnectCareers, in addition to its rights under clause 60, reserves the right to charge you the Limitless One price for each advertisement placed by you on the Site in breach of those clauses.

#### **Misuse of candidate data, and on-selling**

18. Any 'personal information' within the meaning of the Privacy Act 1988 (Cth) of any candidate that you obtain through your use of the Site, any features of the Site, or products offered on the Site (including job applications received from candidates), must only be used by you in relation to your genuine employment and/or recruitment activities.
19. Selling or offering services or products (such as learning or educational courses or tools) to candidates whose personal information you have obtained through your use of the Site (including job applications received from candidates), is considered by ConnectCareers to be a misuse of candidate data and is prohibited.
20. You may not under any circumstances provide any candidate personal information you have obtained through your use of the Site (including job applications received from candidates) to any other party, including to any affiliate or related party of yours (unless ConnectCareers has otherwise consented to this). This restriction on forwarding personal information applies irrespective of whether you receive direct financial benefit for doing so.
21. ConnectCareers adheres to its obligations under the Privacy Act 1988 (Cth), and is resolute in its determination to prevent the misuse of candidate data. If ConnectCareers believes that you have misused candidate data for any reason, ConnectCareers reserves the right to:
  - a. immediately suspend or terminate your account, and/or suspend or terminate the account of any party that has received candidate personal information from you in breach of these Terms;
  - b. report any potential contraventions of the Privacy Act 1988 (Cth) by you to the relevant authorities, including the Office of the Australian Information Commissioner; and/or
  - c. take legal action against you seeking any number of remedies provided by law, including the award of monetary damages as determined through the appropriate process.

#### **Placing Advertisements**

22. You must ensure that all advertisements posted to the Site comply with all applicable legislation, regulations, by-laws, ordinances and codes of conduct, including but not limited to the:
  - a. Competition and Consumer Act 2010 (Cth) including but not limited to section 31 of Schedule 2 which requires that if you are a company you must not mislead persons seeking employment as to the availability, nature, terms or conditions or, any other matter relating to the employment opportunity being offered;
  - b. Fair Trading Acts in all applicable States and Territories;
  - c. Privacy Act 1988 (Cth) including the Australian Privacy Principles;
  - d. Estate Agents Acts in all applicable States and Territories; and
  - e. Human Rights and Equal Opportunity Commission Act 1986 (Cth); and
  - f. all anti-discrimination and equal opportunity legislation applicable in the State or Territory in which you do business.
23. You must adhere to the principle of honest representation in advertising set out in the [RCSA's Code For Professional Practice](#).
24. You are not permitted to insert links to an external website or an externally hosted application form:
  - a. within the details of a job ad (including from the apply functions);
  - b. from within ConnectCareers's job application process;
  - c. within or from a previously approved externally hosted application form;
  - d. within an employer/company profile; or
  - e. within any communications with a candidate
25. without ConnectCareers's express written approval which may be granted, withheld or withdrawn at ConnectCareers's discretion.
26. You are not permitted to promote or refer to brands other than those associated with your business, (or a business operated by a related party to you):
  - a. within the details of a job ad (including from the apply functions);
  - b. from within ConnectCareers's job application process;
  - c. within or from a previously approved externally hosted application form;
  - d. within an employer/company profile; or
  - e. within any communications with a candidate
27. without ConnectCareers's express written approval which may be granted, withheld or withdrawn at ConnectCareers's discretion.
28. You may only post Advertisements to the Site that reflect a genuine employment opportunity that is current as at the time of posting the Advertisement, and for which you are currently

recruiting. ConnectCareers reserves the right to request any information from you that it deems necessary to verify that a genuine employment opportunity exists.

29. You may not post advertisements to the Site to any location outside of Australia without ConnectCareers's express written approval. ConnectCareers reserves the right to charge you our then applicable Limitless One cost for any advertisement posted to any such location in breach of this clause.
30. You must ensure that advertisements posted to the Site are posted to the appropriate industry category of the Site. It is your responsibility to ensure that you familiarise yourself with the advertising requirements of each available industry category on the Site, to ensure appropriate placement of advertisements.
31. Advertisers acknowledge and agree that only one job role per job advertisement posted on to the ConnectCareers platform is the standard means of using the site. Where Advertisers wish to advertise multiple job roles in the one job advertisement, ConnectCareers will work with the advertiser to design a solution that meets the business need, and ensure a high level of quality and compliance is maintained when using the ConnectCareers platform.
32. Advertisers must ensure that all information entered into any data entry field, as part of the advertisement classification process, relates directly to the relevant data field category. ConnectCareers reserves the right to amend, alter or remove any information that does not meet this requirement.
33. ConnectCareers reserves the right, and Advertisers must accept as a condition of advertising on the Site, to re-classify advertisements posted to the Site, entitling ConnectCareers to withdraw advertisements from one category of its Site and to re-publish advertisements in another category on the Site.
34. The following actions constitute a new/additional job advertisement:
  - a. copying a job advertisement;
  - b. reposting an archived or deleted job advertisement;
  - c. posting advertisements on ConnectCareers via a bulk data import process or changing a job advertisement reference number. If you are using a bulk data import process, you must ensure that you understand the effect bulk data importing may have on extending advertisements, as ConnectCareers will count all new/additional job advertisements against your account and will invoice you accordingly.
35. Changes to job advertisement body copy and advertisement title, location, work type, classification and sub-classification categories do not constitute a new job advertisement, regardless of the method used to post the advertisement.

#### **Access**

36. Your access to the Advertiser Centre (and the functionality contained therein) will be via a secure login username and password issued to you by ConnectCareers (the Password).
37. The Advertiser is responsible for:
  - a. providing ConnectCareers with the identity and contact details of individuals authorised to access the Advertiser Centre on your behalf ( **authorised users**);
  - b. setting financial authority limits for all authorised users;

- c. supervising the use of the Advertiser Centre by the authorised users, and ensuring that such use is consistent with the guidelines outlined below under the heading 'Use of Advertiser Centre'; and
  - d. ensuring that any Password provided to authorised users is kept secure and confidential.
- 38. You are responsible for the use of the Password issued by ConnectCareers to enable users to gain access to the Advertiser Centre, whether the use is by authorised users or any other person. Any act or omission by an authorised user in respect of the use of the Password and/or the use of the Advertiser Centre that breaches these Terms will be deemed a breach of these Terms by you.
- 39. If you utilise the "Request Access to Candidate CV" function of the Advertiser Centre then before utilising that function you must ensure that you have:
  - a. Complied with sections 29 - 32 "Personal Information" as that term is defined within the Privacy Act 1988 (Cth), and fully disclose to such individuals the purpose for which their Personal Information has been collected and is stored on our Advertiser Centre;
  - b. otherwise fully complied with your obligations under the Privacy Act 1988 (Cth) in respect of the collection and storage of such information.
- 40. Once access to the Advertiser Centre has been granted to you by ConnectCareers, the Advertiser will have access to the Advertiser Centre and the functionality therein, unless such access is terminated by us in accordance with these Terms and/or the Additional Terms.
- 41. If your access to the Advertiser Centre is terminated for reasons other than fraud or dishonest conduct on your part, ConnectCareers will, within 10 Business Days, forward all applications and associated information stored on your behalf to your nominated email address.

### **Maintenance**

- 42. ConnectCareers will use reasonable endeavors to ensure that the Advertiser Centre is available for access by authorised users at all times. Notwithstanding this, ConnectCareers and its third-party service providers may be required to undertake maintenance and upkeep of the Advertiser Centre from time to time. ConnectCareers will endeavor to limit any 'downtime' to periods outside of standard business hours. ConnectCareers provides no warranty to you that services generally available through the Site will be uninterrupted or error free. Except where we are unable to exclude our liability by legislation, we, our officers, employees, agents and contractors will not be liable in any way to you or anyone else for any loss or damage, however it arises (whether in contract, tort including negligence, or otherwise) out of, or in connection with, your access and use of the Advertiser Centre.
- 43. Licence to use data**
- 44. Except for information that is 'personal information' (as that term is defined in the Privacy Act 1988 (Cth)), all data stored on the site on behalf of the Advertiser is owned by the Advertiser, and not ConnectCareers.
- 45. The Advertiser hereby grants ConnectCareers a perpetual, non-exclusive, irrevocable licence to use any stored data to:
  - a. manage internal reporting requirements;
  - b. collate statistical information about use of the Site and submission of online applications;

- c. analyse user behavior on the Site;
- d. obtain and analyse high level trends and prepare reports relating thereto; and
- e. generally, improve the candidate user experience.

#### **Hardware & software**

- 46. It is the Advertiser's responsibility to ensure that it has the necessary computer hardware and software systems in place to access and utilise the Advertiser Centre.

#### **General Terms**

- 47. ConnectCareers reserves the right to terminate your agreement with ConnectCareers if you post any advertisement or utilise any feature of the Site or ConnectCareers Product in any way which is in breach of any of these Terms or the Product Terms. Further, ConnectCareers reserves the right to, in its absolute discretion, reject or remove any advertisement from the Site for any reason.
- 48. Terminating our agreement with you as a result of you breaching any one or more of these Terms will not end provisions of these Terms that are capable of surviving termination.
- 49. These Terms are governed by the laws of the applicable state of the signatory or domiciled location of the company when executing the contract. Advertisers irrevocably and unconditionally submit to the exclusive jurisdiction of these Courts and waive any objection to legal action being brought in those Courts on the grounds of venue or inconvenient forum.