
TERMS AND CONDITIONS

WORKITJOBS PTY LTD (ABN 87 610 340 362) (referred to as **WORKITJOBS**) operates the website www.WORKITJOBS.com (**Site**). The Site provides users (**Users**) a searchable directory of: employment opportunities, and business and service providers who can assist Users with such employment opportunities (**Employment Directory**) (the searchable directory referred to as the **Services**).

1. Acceptance of Terms

- (a) These Terms and Conditions (**Terms**) form a binding legal agreement between WORKITJOBS, its directors, officers, employees, successors and assignees, and each User being the person, organisation or entity using the Site and Services. By using the Site and Services, each User agrees to comply with and be legally bound by these Terms. Please read the Terms carefully. If there are any questions, the User is encouraged to contact WORKITJOBS using the contact details at the end of these Terms.
- (b) The User's use of the Site and the Services indicates that the User:
 - (i) has had sufficient opportunity to access the Terms and contact WORKITJOBS;
 - (ii) has read, accepted and will comply with the Terms;
 - (iii) has legal capacity to enter into a contract for sale; and
 - (iv) is 18 years or older; and
 - (v) if the User is a business and is incorporated, it has the power and authority to agree to these Terms.

If this is not correct, or if the User does not agree to these Terms, the User is not permitted to use any of the Services.

- (c) These Terms may be amended from time to time. Although WORKITJOBS will endeavour to notify you of any amended Terms, use of the Services following any such amendments will be deemed to be confirmation that the User accepts those amendments. WORKITJOBS recommends that each User check the current Terms, before continuing use of the Services. WORKITJOBS's agents, employees and third parties do not have authority to change the Terms.
- (d) These Terms supplement and incorporate the WORKITJOBS policies and terms and conditions, including without limitation the Website Terms of Use and Privacy Policy posted on the Site. WORKITJOBS's Privacy Policy sets out how WORKITJOBS collects, uses and protects the personal information of its Users. WORKITJOBS's Website Terms of Use govern your use of the Site. Additional terms and conditions also apply to Users who list in the Employment Directory (**Advertisers**).

2. Directory Service

- (a) A User must register on the Site and create an account (**Account**) to access all Services and Features on the Site. Only Users with an Account can create a profile as per information requested on the Site (**Profile**).
- (b) A User can view the Employment Directory including listings from Advertisers (**Listing**) and use the information displayed on the Listing to contact the Advertiser.
- (c) Each User understands and agrees that the Site and Services offers an online directory only and that WORKITJOBS's responsibilities are limited to facilitating the availability of the Site and the Services.
- (d) WORKITJOBS is not a party to any agreement entered into between an Advertiser and any User. WORKITJOBS is not a referrer or booking agent, and provides no such related services. WORKITJOBS has no control over the conduct of Advertisers, Users and any third party using the Site and the Services. WORKITJOBS disclaims all liability in this regard, as set out in these Terms.
- (e) WORKITJOBS does not collect, process or use any application for employment opportunities for a User. Any arrangement between an Advertiser and a User including but not limited to any terms of employment or services is solely between the Advertiser and the User. It is strictly and expressly not part of the User's agreement with WORKITJOBS.

3. Account Registration

- (a) Each User may only have one (1) Account on the Site including a Profile linked to one email address. If you register a second Account, you will need a second email address.
- (b) Basic information is required when registering on the Site for an Account. Each User is required to provide certain information including name, email address, location and select a username and password.
- (c) Each User agrees to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. WORKITJOBS reserves the right to suspend or terminate any Account and a User's access to the Site and Services if any information provided to WORKITJOBS proves to be inaccurate, not current or incomplete.
- (d) It is the User's responsibility to keep its Account details, username and password confidential. The User is liable for all activity on its Account. The User agrees that it will not disclose its password to any third party and that it will take sole responsibility for any activities or actions under its Account, whether or not it has authorised such activities or actions.
- (e) The User will immediately notify WORKITJOBS of any unauthorised use of its Account.

4. **User Profiles**

- (a) A User's Profile for its use of the Site is created from the information including personal information it provides to WORKITJOBS.
- (b) Each User acknowledges and agrees that it is responsible for its own Profile and the personal information they disclose on their Profile.
- (c) Each User represents and warrants that any content that it provides and Profile that it posts:
 - (i) will not breach any agreements it has entered into with any third parties;
 - (ii) will be in compliance with all applicable laws, tax requirements, and rules and regulations that may apply to any User in its local area and country; and
 - (iii) will not conflict with the rights of third parties.
- (a) WORKITJOBS reserves the right, at any time and without prior notice, to remove or disable access to any Account or Profile for any reason, including Accounts or Profiles that WORKITJOBS, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Services.

5. **User obligations**

- (a) Each User should report to WORKITJOBS, any activities or requests of Users which are, or which the User reasonably believes to be:
 - (i) suspicious;
 - (ii) inconsistent;
 - (iii) illegal; or
 - (iv) likely to have a negative effect on the reputation of WORKITJOBS, the Site, Services and/or a User.
- (b) Each User acknowledges and agrees that while the Site allows Users to communicate with each other, Users are not permitted to share the contact information of other Users.
- (c) For the avoidance of doubt, WORKITJOBS assumes no responsibility for a User's compliance with any applicable laws, rules and regulations.

6. **Reviews**

- (a) A User may provide feedback to an Advertiser regarding the User's experience with the Advertiser, their Listing and Advertiser's services (**Review**).
- (b) Reviews of an Advertiser can be viewed by any User. Reviews will remain viewable until the relevant Advertiser's Account and Listing is removed or terminated.
- (c) A User must provide true, fair and accurate information in their Review.
- (d) If, in WORKITJOBS's reasonable assessment, the Review is untrue, unfair, inaccurate, offensive or inappropriate, WORKITJOBS may delete the Review. WORKITJOBS does not undertake to review each Review made by a User.
- (e) To the fullest extent permitted by law, WORKITJOBS is not responsible for the content of any Reviews.

7. **Payments**

- (a) Unless the User is an Advertiser, they do not need to pay a fee for the Services, they acknowledge that the use of the Services may result in charges to them for any services provided by another User.
- (b) Any fees and payment for the Services by an Advertiser is set out in the Business Terms and Conditions.
- (c) WORKITJOBS's pricing structure or payment methods may be amended from time to time at its sole discretion.

8. Offers and Promotions

- (a) WORKITJOBS may, from time to time, make offers or promotions which may be applicable to the Services.
- (b) The conditions of such offers or promotions will be specified on the Site.
- (c) The User acknowledges and agrees that WORKITJOBS may, at its sole discretion, remove or extend any offers or promotions, and WORKITJOBS will not be responsible or liable for any potential loss or damage which the User incurs as a result of the removal or extension of any offers or promotions.

9. Dispute Resolution

- (a) By using our Site and Services, each User agrees that any legal remedy or liability that he or she may seek to obtain for actions or omissions of another User or other third party, will be limited to a claim against that User or other third party, who caused harm to him or her. WORKITJOBS encourages Users to communicate directly with the relevant User or third party to resolve any disputes.
- (b) WORKITJOBS welcomes feedback from its Users. WORKITJOBS seeks to resolve concerns quickly and effectively. If any User has any feedback or questions about the Services, please contact any member of the staff.
- (c) If there are any complaints from a User, WORKITJOBS will aim to respond and provide a suitable solution within 45 days. If a User is not satisfied with WORKITJOBS's response, the User and WORKITJOBS agree to the following dispute resolution procedure:
 - (i) The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The User and WORKITJOBS agree to meet in good faith to seek to resolve the dispute by agreement between them (**Initial Meeting**).
 - (ii) If a resolution cannot be agreed upon at the Initial Meeting, either the User or WORKITJOBS may refer the matter to a mediator. If the User and WORKITJOBS cannot agree on who the mediator should be, the complainant will ask the Law Society of New South Wales to appoint a mediator. The mediator will decide the time and place for mediation. Each party to the dispute must attend the mediation in good faith, to seek to resolve the dispute.
- (d) Any attempts made by a party to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of either party under these Terms, by law or in equity.

10. Consumer Guarantees

- (a) Consumer legislation in Australia including the Australian Consumer Law (**ACL**) in the *Competition and Consumer Act 2010* (Cth) provides consumers with guarantees that cannot be excluded, restricted or modified (**Rights**). Similar consumer protection laws and regulations in other countries may provide consumers with similar guarantees.
- (b) If the User is a consumer as defined in the ACL, the following notice applies to the User from WORKITJOBS: *"We guarantee that the Services we supply to you are rendered with due care and skill; fit for the purpose that we advertise, or that you have told us you are acquiring the Services for or for a result which you have told us you wish the Services achieve, unless we consider and disclose that this purpose is not achievable; and will be supplied within a reasonable time. To the extent we are unable to exclude liability; our total liability for loss or damage you suffer or incur from our Services is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which your claim relates."*

11. Intellectual Property

- (a) All logos, slogans, content, designs, diagrams, drawings, graphics, images, layouts, appearance, videos, ideas, methods, databases, codes, algorithms, software, fees, pricing, notes, documents, domain names, confidential information, copyright, rights in circuit layouts (or similar rights), registered or unregistered trade marks, trade names, patent, know-how, trade secret and any other intellectual or industrial property whether such rights are capable of being registered or not (collectively **Intellectual Property**), including but not limited to copyright which subsists in all creative and literary works displayed on the Site and Services, the layout, appearance and look of the Site, together with any applications for registration and any rights to registration or renewal of such rights anywhere in the world, whether created before or after the date of these Terms and whether used or contained in the Site is owned, controlled or licensed to WORKITJOBS (or its affiliates and/or third party licensors as applicable).
- (b) The User agrees that, as between the User and WORKITJOBS, WORKITJOBS owns or holds the relevant licence to all Intellectual Property rights in the Site and Services, and that nothing in these Terms constitutes a transfer of any Intellectual Property. The Intellectual Property, Site and Services are protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary or industrial rights whether such rights are capable of being registered or not, and also may have security components that protect digital information only as authorised by WORKITJOBS or the owner of the content.
- (c) Some Intellectual Property used in connection with the Site and Services are the trademarks of their respective owners (collectively **Third Party Marks**).
- (d) WORKITJOBS's Intellectual Property and Third Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of WORKITJOBS or the applicable trademark holder or Intellectual Property owner.
- (e) Users of the Site do not obtain any interest or licence in the Intellectual Property or Third Party Marks without the prior written permission of WORKITJOBS or the applicable Intellectual Property owner. Users may not do anything which interferes with or breaches the Intellectual Property rights.

12. User Licence

- (a) Subject to these Terms, WORKITJOBS grants the User a personal, non-exclusive, non-transferable, limited and revocable licence to use the Site and Services for its own personal and/or non-commercial use only on a computer or mobile device owned or controlled by the User as permitted in accordance with these Terms (**User Licence**), and not to use the Site and Services in any other way or for any other purpose, apart from local fair dealing legislation in accordance with the Copyright Act 1968 (*Cth*). All other uses are prohibited without WORKITJOBS's prior written consent.
- (b) The right to use the Site and Services is licensed to the User and not being sold to the User. A User has no rights in the Site and Services other than to use it in accordance with these Terms.
- (c) This Agreement and User Licence governs any updates to, or supplements or replacements for the Site and Services, unless separate Terms accompany such updates, supplements or replacements, in which case the separate Terms will apply.

13. Permitted and Prohibited Conduct

- (a) The User is solely responsible for compliance with any and all laws, rules, regulations, including but not limited to tax obligations that may apply to its use of the Site and Services. In connection with the User's use of the Site and Services, the User may not and agrees that it will not:
 - (i) use the Site or Services for any commercial or other purposes that are not expressly permitted by these Terms;
 - (ii) register for more than one Account or register for an Account on behalf of another individual and/or entity;

- (iii) post any Review or upload any content (including but not limited to User Content) that is offensive, contains inappropriate language, contains racial or religious ranting or discrimination or defames another User or Profile;
- (iv) submit any false or misleading information including but not limited to Users uploading images of another person or representing themselves as another person;
- (v) as a User, make any offers to an Advertiser that it does not intend to honour;
- (vi) violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and tax regulations;
- (vii) copy, store or otherwise access any information contained on the Site and Services or content for purposes not expressly permitted by these Terms;
- (viii) infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- (ix) use the Site or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- (x) use the Site or Services in connection with the distribution of unsolicited commercial email, i.e. spam or advertisements;
- (xi) stalk or harass any other user of the Services or collect or store any personally identifiable information about any other user other than for purposes of transacting as a User on the Site;
- (xii) use, display, mirror or frame the Site, or any individual element within the Site, Services, WORKITJOBS's name, any WORKITJOBS trademark, logo or other Intellectual Property, information, or the layout and design of any page or form contained on a page, without WORKITJOBS's express written consent; or
- (xiii) advocate, encourage, or assist any third party in doing any of the foregoing.

14. **Content**

- (a) The Site, Services, and Intellectual Property are protected by copyright, trademark, and other laws of Australia and international countries. The User acknowledges and agrees that the Site, Services and Intellectual Property, including all associated intellectual property rights are the exclusive property of WORKITJOBS and its licensors. The User will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site and Services, or Intellectual Property.
- (b) The User must not post, upload, publish, submit or transmit any content that:
 - (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
 - (ii) is fraudulent, false, misleading or deceptive;
 - (iii) denigrates WORKITJOBS, the Site, Services, or any User;
 - (iv) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
 - (v) is defamatory, promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
 - (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or
 - (vii) promotes illegal or harmful activities or substances.

15. **User Content**

- (a) Users are permitted to post, upload, publish, submit or transmit relevant information and content (**User Content**). By making available any User Content or any Intellectual Property on or through the Site and Services, the User grants to WORKITJOBS a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence to use the User Content and Intellectual Property, with the right to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, or otherwise exploit such User Content and Intellectual Property on, through, or by means of the Site and Services.
- (b) The User agrees that it is solely responsible for all User Content and Intellectual Property that it makes available through the Site and Services. The User represents and warrants that:
 - (i) it is either the sole and exclusive owner of all User Content and Intellectual Property that it makes available through the Site and Services, or that it has all rights, licences, consents and releases that are necessary to grant to WORKITJOBS the rights in such User Content or Intellectual Property, as contemplated under these Terms; and
 - (ii) neither the User Content nor the posting, uploading, publication, submission or transmittal of the User Content or WORKITJOBS's use of the User Content (or any portion thereof) on, through or by means of the Site and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other Intellectual Property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- (c) WORKITJOBS may at its sole discretion remove any User Content that is offensive or in breach of these Terms.

16. **Disclaimers**

- (a) WORKITJOBS does not guarantee that any Advertisers will be contacted by any Users, nor does WORKITJOBS guarantee that a User will be able to find desirable Advertiser or Listing.
- (b) WORKITJOBS does not endorse any User, Profile or Listing whether available on this Site or available by a link to a third party website. WORKITJOBS requires Advertisers to confirm that they have provided accurate information. WORKITJOBS does not perform any sort of background checks of any Users including Advertisers, and does not confirm, any Advertiser's identity, Profile or Listing.
- (c) Each User acknowledges and agrees that any communications entered into with another User is at their own risk. WORKITJOBS does not provide a User with and cannot guarantee that other Users have genuine intentions.
- (d) WORKITJOBS cannot and does not control the content contained in any Profiles or the condition, legality or suitability of any Advertiser or their services. Each User is responsible for determining the identity and suitability of each Advertiser that they contact via the Services and the services they offer.
- (e) WORKITJOBS accepts no responsibility for and makes no representations or warranties to the User or to any other person or entity as to the reliability, accuracy or completeness of the information contained on the Site. WORKITJOBS disclaims any and all liability related to any and all Users, Profiles and Listing.
- (f) By using the Site or Services, the User agrees that any legal remedy or liability that it seeks to obtain for actions or omissions of any other User or other third parties will be limited to a claim against that User or other third party who caused it harm. WORKITJOBS encourages the User to communicate directly with the relevant User on the Site and Services regarding any communications or arrangements made between them and to resolve any dispute between them.
- (g) To the fullest extent allowable under applicable law, WORKITJOBS disclaims all warranties, representations and conditions, whether express or implied, including any warranties, representations and conditions that the Site or Services are merchantable, of satisfactory quality, reliable, accurate, complete, suitable or fit for a particular purpose or need, non-infringing or free of defects or errors.

- (h) For the avoidance of doubt, WORKITJOBS is not responsible for any duties, fees, taxation, employment law, visa or immigration matters associated under these Terms. WORKITJOBS advises that all Users using the Site and Services should seek advice in relation to these matters.
- (i) Each User who uses the Site and the Services does so at their own risk.
- (j) WORKITJOBS excludes all express and implied conditions and warranties, except for the User's Rights, to the fullest extent permitted by law, including but not limited to:
 - (i) WORKITJOBS expressly disclaims any implied or express guarantees, warranties, representations or conditions of any kind, which are not stated in these Terms;
 - (ii) WORKITJOBS does not warrant that the Site, the Services, content on the Site (including pictures, videos, sound clips, resumes, links etc.), or the User's access to the Site or the Services will be error free, that any defects will be corrected or that the Site or the server which stores and transmits material to the User is free of viruses or any other harmful components;
 - (iii) WORKITJOBS takes no responsibility for, and will not be liable for, the Site, the Services, any Users, any Listings or Advertiser's services being unavailable, of a particular standard of workmanship, failing to meet the Profile description, failing to meet the Profile description, failing to meet the User's needs, or being of less than merchantable quality; and
 - (iv) WORKITJOBS will not be liable for any loss, damage, costs or expense whether direct, indirect, incidental, special, consequential and/or incidental, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal, bodily injury, death or emotional distress, loss of revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, loss of programs or other data on the User's information systems or costs of replacement goods, or otherwise, suffered by the User or claims made against the User, arising out of or in connection with the Site, Services, content on the Site, inability to access or use the Site, the Services, any Profile, any Listing or the Terms, even if WORKITJOBS was expressly advised of the likelihood of such loss or damage.
- (k) The User agrees not to attempt to impose liability on, or seek any legal remedy from WORKITJOBS with respect to such actions or omissions.

17. **Limitation of Liability**

- (a) WORKITJOBS's total liability arising out of or in connection with the Site, the Services or the Terms, however arising, including under contract, tort, including negligence, in equity, under statute or otherwise, will not exceed the total fees paid by the User to WORKITJOBS in the twelve (12) month period prior to the event giving rise to the liability, or one hundred dollars (AUD\$100) if no such payments have been made, as applicable.
- (b) The limitations of damages set forth above are fundamental elements of the basis of the bargain between WORKITJOBS and the User. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to the User.
- (c) This limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of WORKITJOBS.

18. **Indemnity**

- (a) Each User agrees to defend and indemnify and hold WORKITJOBS (and WORKITJOBS's parent, related bodies corporate, officers, directors, contractors, employees and agents) harmless from and against any claims, actions, suits, demands, damages, liabilities, costs or expenses (including legal costs and expenses on a full indemnity basis), including in tort, contract or negligence, arising out of or connected to the User's use of or access to the Services; any breach by the User of these Terms; any wilful, unlawful or negligent act or omission by the User; and any violation by the User of any applicable laws or the rights of any third party.
- (b) WORKITJOBS reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate in asserting any available defences.
- (c) This defence and indemnification obligation will survive these Terms and the User's use of the Site or Services. These Terms, and any rights and licences granted hereunder, may not be transferred or assigned by the User, but may be assigned by WORKITJOBS without restriction.

19. **General**

- (a) **Accuracy:** While WORKITJOBS will endeavour to keep the information up to date and correct, WORKITJOBS makes no representations, warranties or guarantee, express or implied, about the completeness, accuracy, reliability, suitability or availability of any information, images, products, services, or related graphics contained on the Site for any particular purpose. The User hereby acknowledges that such information and materials may contain mistakes, inaccuracies or errors and WORKITJOBS expressly excludes any liability for such to the fullest extent permissible by law.
- (b) **Termination:** WORKITJOBS reserves the right to refuse supply of the Services required by any User, terminate any User's Account, terminate its contract with any User, and remove or edit content on the Site at its sole discretion, without incurring any liability to the User. If WORKITJOBS decides to terminate a User's Account, User's Account will be deactivated, its password will be disabled and it will not be able to access the Site, Services, its Account or its User Content, with or without notice to the User.
- (c) **Fraudulent Activities:** Each User acknowledges and agrees that, in the event WORKITJOBS reasonably suspects that there are fraudulent activities occurring within the Site and Services, WORKITJOBS reserves the right to immediately terminate any Accounts involved in such activities, contact the relevant authorities and provide all necessary information to assist in proceedings and investigations.
- (d) **Force Majeure:** WORKITJOBS will not be liable for any delay or failure to perform its obligations under the Terms if such delay is due to any circumstance beyond its reasonable control.
- (e) **Notice:** Any notice in connection with the Terms will be deemed to have been duly given when made in writing and delivered or sent by email or post to the party to whom such notice is intended to be given or to such other address or email address as may from time to time be notified in writing to the other party.
- (f) **Waiver:** Any failure by a party to insist upon strict performance by the other of any provision in the Terms will not be taken to be a waiver of any existing or future rights in relation to the provision. No waiver by WORKITJOBS of any of the Terms shall be effective unless WORKITJOBS expressly states that it is a waiver and WORKITJOBS communicates it to the User in writing.
- (g) **Assignment:** A User must not assign any rights and obligations under the Terms whether in whole or in part without WORKITJOBS's prior written consent.
- (h) **Severability:** If any of the Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

- (i) **Jurisdiction and Applicable Law:** These Terms, use of this Site, the Services and any dispute arising out of any User's use of the Site or Services is subject to the laws of New South Wales, Australia, and subject to the exclusive jurisdiction of the New South Wales courts. The Site may be accessed throughout Australia and overseas. WORKITJOBS makes no representation that the content of the Site complies with the laws (including intellectual property laws) of any country outside Australia. If a User accesses the Site from outside Australia, it does so as its own risk and is responsible for complying with the laws in the place where he/she accesses the Site.
- (j) **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between WORKITJOBS and each User, and supersede any prior agreement, understanding or arrangement between WORKITJOBS and each User, whether oral or in writing.

For questions and notices, please contact:

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