



JobTab Terms of Use

JobTab Pty Ltd ACN 672 978 997

1. Background

Thank you for visiting the JobTab Terms of Use (**Agreement**), we are JobTab Pty Ltd ACN 672 978 997 (**JobTab P/L, we, our, us** and other similar terms). We provide an online job board which allows customers to search for and to advertise job advertisements, known as JobTab (**JobTab**).

This Agreement outlines the terms and conditions associated with the use of JobTab. It is your obligation to ensure that you have read, understood and agree to the most recent terms available at Jobtab.com.au (**Website**).

2. Agreement

2.1 Accepting this Agreement

By using JobTab, you agree to comply with and be bound by the terms and conditions of this Agreement. These terms govern your access to and use of JobTab. If you do not agree to these terms, you have no right to obtain information, create an Account, use our services or otherwise continue using JobTab.

These terms are binding on any use of JobTab. You must not use JobTab if you are not able to form legally binding contracts or are under the age of 18. If you create an Account on behalf of your employer or any other entity, you warrant you hold authority to enter into this Agreement on behalf of that entity and that the entity will comply with the obligations contained herein.

2.2 About this Agreement

Throughout the Agreement we use some capitalised words and phrases, like the word Agreement. These capitalised words and phrases are defined throughout the Agreement or in clause 16 and aid to clarify the terms and conditions. Please feel free to email us at contact@jobtab.com.au if you have any other questions relating to this Agreement.

2.3 Term

The Term for this Agreement begins when you first access JobTab and applies to any use of JobTab. This Agreement may be terminated in accordance with clause 14 and if, at any time, you do not agree to the current content of these terms, you may cease your use of JobTab.

3. User Account

3.1 Creating an Account

You may use the public facing functionality of JobTab, including browsing Job listings without creating an Account. However, you acknowledge and agree that to access the full functionality of JobTab, you will be required to provide us with personal information and create an Account with us (**Account**).

You agree to provide any information reasonably requested by us for the purpose of setting up your Account and operating JobTab. You warrant that all of the information you provide to us is accurate and complete in all respects; you will inform us by updating your Account details whenever any such information changes; and you will not provide false or misleading information.

We reserve the right to reject any new Account in our absolute discretion.

3.2 Account permissions

You agree not to request or allow another person to create an Account on your behalf, for your use, or for your benefit, except that an authorised employee or agent may create an Account on behalf of your business. You also agree not to disclose your Account security credentials to another person or permit them to access your Account on your behalf. You are responsible for the activities undertaken using your Account which occur via JobTab, whether such activities are authorised by you or not.

4. JobTab

4.1 Job listings and third party content

Jobs listed on JobTab are produced by other people using JobTab (**Users**) and not us. They are to be relied on at your own risk. We make no warranty or representations as to the accuracy of the Submitted Content of other Users.

JobTab may contain hyperlinks and other pointers to websites operated by third parties. We do not control these third party websites and are therefore not responsible for the hyperlinks, information or downloads available on them. You visit third party websites entirely at your own risk.

Where we provide hyperlinks, we do so only for your convenience and do not indicate, expressly or implicitly, any endorsement, sponsorship or approval by us of the content on the third party website.

4.2 Support

While you maintain a valid Account, we will provide support to assist you with technical issues which arise from the use of JobTab. Support is available via contact@jobtab.com.au.

4.3 JobTab accessibility

You acknowledge and agree that JobTab requires access to the internet and will not function as anticipated without internet access.

JobTab operates using third party cloud infrastructure and telecommunication services (**Third Party Infrastructure**). From time to time JobTab may become inaccessible or unavailable. We neither control nor are we liable for faults in Third Party Infrastructure nor the consequences which arise from such faults.

4.4 Updates to JobTab

We reserve the right to upgrade, maintain, tune, backup, amend, add to or remove content from, redesign, improve, take offline (temporarily or permanently) or otherwise alter JobTab in our sole and absolute discretion. From time to time, without notice, access to all or part of JobTab may be disrupted or limited. During such an interruption, we will use reasonable endeavours to restore access to JobTab as soon as practicable.

You agree we are not liable for any loss, foreseeable or not, arising from any interruption to access, planned or not, and any such temporary interruptions will not constitute a breach of these terms.

5. Your use of JobTab

5.1 Lawful use of JobTab

You undertake not to upload, store or access any data on JobTab if such access or storage would infringe a person's Intellectual Property rights, breach any privacy law or breach any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, a State or Territory of Australia, or the jurisdiction in which you operate).

5.2 Prohibited conduct

You must not:

- (a) use an Account unless you have the express authority of the Account holder;
- (b) use automated means to upload content, log in or attempt to log into an Account, download or otherwise access JobTab in any way other than by features we make available to you;
- (c) attempt to gain unauthorised access to or impair any aspect of JobTab;

- (d) in any way tamper with, hinder or modify JobTab;
- (e) provide false or misleading information;
- (f) knowingly transmit any viruses or other disabling features to or via JobTab;
- (g) intentionally disable or circumvent any protection or disabling mechanism related to JobTab;
- (h) install or store any software applications, code or scripts on or through JobTab;
- (i) use JobTab in any way which could be reasonably expected to interfere with or damage our network, any other operator's network, or another User's enjoyment of JobTab;
- (j) use any automated means to obtain access to the content on JobTab;
- (k) collect or collate any data from JobTab for the purposes of commercialising that data; or
- (l) attempt any of the above acts or facilitate or assist another person to do any of the above acts.

5.3 Right to suspend

We reserve the right to limit or suspend all or part of your access to JobTab and alter your Account information, if in our reasonable opinion:

- (a) you are in breach of any of the obligations or undertakings in this Agreement;
- (b) you are making misleading or deceptive statements via JobTab;
- (c) your Account information is incomplete;
- (d) your Account is not used for a period of greater than 12 months; or
- (e) we suspect a security breach associated with your Account.

Suspending your Account will not constitute a breach of this Agreement by us.

6. License

Subject to clause 8 (App Marketplace Providers) we grant you a non-transferrable, non-exclusive, non-sublicensable, worldwide, royalty free and revocable licence to use JobTab, on the terms contained in this Agreement (**Licence**). The Licence to use JobTab is subject to and conditional to your compliance with the terms of this Agreement.

7. Submitted Content

7.1 Use of Submitted Content

We reserve the right to take down and destroy any Submitted Content which contains Prohibited Content, in our sole discretion.

It is entirely your responsibility to keep copies of any Submitted Content uploaded to JobTab and you must not rely on us storing copies for you.

7.2 Prohibited Content

You undertake not to upload, store, alter, configure or access any data or Submitted Content to JobTab:

- (a) unless you have the express permission of the person to whom that Submitted Content (including CVs) relates;

- (b) which is false, misleading or otherwise deceptive in any way;
- (c) which is improper, harmful, threatening, defamatory, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, hateful or otherwise objectionable;
- (d) which includes nudity, sex, pornography, adult-oriented content, or explicative or inappropriate language;
- (e) containing any computer virus or malicious code;
- (f) that is likely to offend, insult or humiliate based on race, religion, ethnicity, gender, age or sexual orientation; or
- (g) any other content deemed inappropriate in our sole discretion.

Misleading, illegal or offensive content can be reported to us via email to contact@jobtab.com.au.

8. App Marketplace Providers

The JobTab mobile applications may be available from Google Play and the Apple App Store (**App Marketplace Providers**). This clause 8, applies to the use of any mobile version of JobTab obtained from an app marketplace.

This Agreement is between us and you only. We, and not the App Marketplace Provider, are responsible for JobTab, and we are solely responsible for:

- (a) its support and maintenance;
- (b) the investigation, defence, settlement and discharge of any claim which relates to an infringement of third-party Intellectual Property rights arising from the use of JobTab; and
- (c) any claim JobTab fails to conform to any applicable legal or regulatory requirement, including product liability claims and claims arising under consumer protection laws.

The App Marketplace Provider's liability to you is limited to the refund of the purchase price of JobTab and any other remedies under consumer protection law. Your right to use JobTab is non-transferable and non-sublicensable, except to the extent the App Marketplace Provider permits family sharing or like sharing arrangements.

The App Marketplace Provider may monitor your use of JobTab and is entitled to enforce the terms of this Agreement against you. You agree to submit to their legitimate enforcement activities.

If there is any inconsistency between this Agreement and the application use rules set out in the App Marketplace Provider's terms of service, their terms of service will prevail to the extent of the inconsistency.

You represent and warrant that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and you are not listed on any U.S. Government list of prohibited or restricted parties.

9. Limitation of liability

9.1 Implied Conditions

This clause 9 must be read subject to any guarantee, condition or warranty (such as the consumer guarantees implied by the *Competition and Consumer Act 2010* (Cth)), which cannot by law be excluded (**Non-Excludable Conditions**).

We exclude all implied guarantees, conditions and warranties from this Agreement except any Non-Excludable Conditions.

9.2 Limitation of liability

Subject to the Non-Excludable Conditions, we exclude all other liability for any costs, including consequential losses, suffered or incurred directly or indirectly by you in connection with this Agreement, including:

- (a) JobTab being inaccessible for any reason;
- (b) incorrect or corrupt data, lost data, or any inputs or outputs of JobTab;
- (c) any computer virus, trojan and other malware in connection with JobTab;
- (d) security vulnerabilities in JobTab or any breach of security that results in unauthorised access to, or corruption of data;
- (e) negligence caused by us or our service providers;
- (f) any dispute arising between Users or your engagement with another User of JobTab;
- (g) the actions or inactions of any other User or other third party to this Agreement;
- (h) the occurrence of an Event of Force Majeure;
- (i) your use of or reliance on JobTab for a purpose other than its reasonably expected purpose;
- (j) your breach of this Agreement; or
- (k) any act or omission by you, your personnel, your associates or any related body corporate under or in relation to this Agreement.

9.3 Limits to liability associated with goods and services

To the fullest extent possible under the law, we limit our liability for any breach to:

- (a) in the case of goods the re-supply of the goods or payment of the cost of the re-supply of the goods or the replacement or repair of the goods or payment of the cost of replacement or repair of the goods; and
- (b) in the case of services the resupply of the services or the payment of the cost of having the services resupplied.

9.4 Indemnity

You indemnify us against all costs suffered or incurred by us, however caused, arising wholly or partially, whether directly or indirectly, arising from your infringement of any third party Intellectual Property rights associated with this Agreement or your breach of any law.

10. Warranties

Subject to the Non-Excludable Conditions, we make no warranties or guarantees that JobTab is fault free, regarding its fitness for any particular purpose or regarding your access to, or the results of your access to JobTab, including its correctness, accuracy, timeliness, completeness, reliability or otherwise.

11. Intellectual Property

For the purpose of this Agreement, intellectual property means all present and future rights conferred by statute, common law or equity (and all moral rights) in or in relation to business names, domain names, circuit layouts, computer code, confidential information, copyright, designs, formulas, inventions, knowhow, patents, plant varieties, recipes, trade marks, and other results of intellectual

activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right (**Intellectual Property**).

If you provide us with content, including, without limitation, documents, text, photos, images, audio, video, code and any other materials whether they relate to a Job listing, Job application or any other purpose (**Submitted Content**), your Submitted Content stays yours. This Agreement does not transfer ownership of Submitted Content to us.

When you provide Submitted Content, you grant us a non-exclusive, worldwide, perpetual, royalty-free, sublicensable, transferable right and license to use, host, store, reproduce, modify, create derivative works of (such as those resulting from translations, adaptations or other changes we make so that Submitted Content works better with JobTab{System_Name}), communicate, publish, publicly display, publicly perform and distribute Submitted Content for the purposes of allowing us to provide, improve, promote and protect JobTab. You waive any claims against us relating to any moral rights or similar rights worldwide that you may have in the Submitted Content.

You represent that you own all rights to your Submitted Content or otherwise have (and will continue to have) all rights and permissions to legally use, share, display, transfer and license your Submitted Content to the extent that it is used within JobTab.

While we reserve the right to take down any Submitted Content which is in breach of this Agreement, you acknowledge and agree we are not required to monitor Submitted Content, nor are we responsible for it.

We warrant we own or have a licence to use the Intellectual Property in JobTab.

You warrant you will not do any of the following, or permit any person over whom you have effective control to:

- (a) copy or reproduce, or create an adaptation or translation of, all or part of JobTab in any way, except to the extent that reproduction occurs automatically through its ordinary use;
- (b) incorporate all or part of JobTab in any webpage, site, application or other digital or non-digital format;
- (c) sell, license, sublicense, lease, rent, distribute, disclose, permit access to, or transfer to any third party, whether for profit or without charge, any portion of JobTab on any medium; or
- (d) directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, content, architecture, or algorithms contained in JobTab.

12. Privacy

You agree and consent to us handling your personal information in accordance with our privacy policy. We may amend our privacy policy in our sole discretion. If we amend our privacy policy, we will post the new version on our Website.

13. Dispute Resolution

A party claiming a dispute has arisen under this Agreement (**Dispute**) must give written notice to the other party specifying the nature of the Dispute. The parties must submit themselves to the dispute resolution procedure set out in this clause 13 before commencing any legal proceedings.

If the parties cannot resolve the Dispute between themselves within 30 days then either party may require the Dispute to be referred for mediation. The mediation must be undertaken in accordance with the Resolution Institute Mediation Rules, within the jurisdiction of the Agreement and, unless otherwise agreed between the parties, using a mediator nominated by the Resolution Institute. If the Dispute is not resolved within 30 days of the mediation commencing either party may commence proceedings in respect of the Dispute.

Each party must pay its own internal and legal costs in relation to complying with this clause 13. The mediator's costs are to be shared equally.

The parties acknowledge and agree this clause 13 does not apply to the recovery of any debt or prevent a party from instituting proceedings for the purposes of seeking urgent injunctive or similar interim relief from a court.

14. Termination

14.1 Termination

Either party may end this Agreement immediately if the other materially breaches this Agreement.

We may end this Agreement if we cease to provide JobTab or your Account remains suspended for a period of more than 14 days; or for any other reason after notifying you 30 days in advance of our intention to terminate this Agreement.

You may terminate this Agreement with us immediately by ceasing your use of JobTab, closing any JobTab Account you have and/or notifying us in writing.

14.2 Actions upon termination

Upon Termination you must immediately stop using JobTab, we reserve the right to permanently erase any data associated with your Account and you will no longer have access to your Account.

15. General

Assignment – Neither party may assign, encumber, declare a trust over or otherwise create an interest in their rights under this Agreement without the other party's consent, which must not be unreasonably withheld.

Entire agreement - This Agreement sets out all the parties' rights and obligations relating to the subject matter of the Agreement, and it supersedes all previous agreements or understandings between the parties in connection with the relevant subject matter.

Event of Force Majeure - means an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, health epidemic, industrial action or labour disturbance, currency restriction, embargo, action or inaction by a government, a failure of a supplier, public utility or common carrier or computer disruption due to the effects of a computer virus, trojan, malware, a ransomware attack or other malicious code.

The parties' obligations, other than an obligation to pay money, under this Agreement are suspended for the duration of and to the extent they are affected by an Event of Force Majeure.

Governing law - This Agreement is governed by and is to be construed in accordance with the laws applicable in Queensland. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Queensland.

Notices - The parties agree all notices, disclosures and other communications that are provided in accordance with this clause, satisfy any legal requirement that such communications be in writing. Any communication under or in connection with this Agreement which we send to you, will be sent to you via the email address provided to us in your Account. By accepting these terms, you give your consent to receive communications from us by email. Your notices to us should be directed to JobTab or sent via the facilities made available to you on our Website.

Relationship of the parties - Nothing in this Agreement is intended to create any partnership, joint venture, agency or employment relationship between the parties.

Survival – Clauses 8, 9, 11, 13 and any other clause in this Agreement which is expressed to survive or by its nature survives, will survive termination or expiry of this Agreement for any reason.

Severance - If anything in this Agreement is unenforceable, illegal, or void then it is severed, and the rest of this Agreement remains in full force and effect.

Variations to this Agreement - We may vary this Agreement at any time by posting, with 30 days notice, the new Terms of Use on our Website. If you do not accept the terms of the variation, you may terminate this Agreement in accordance with clause 14.

16. Definitions

Account means the username and security credentials used to access JobTab.

Agreement means this JobTab terms of use.

Candidate means a User who is seeking a Job or otherwise responding to a Job listing via JobTab.

Fee means the price payable for a Job listing as set out in the Job Tier.

Intellectual Property takes its meaning from clause 11.

Job means a job listing on JobTab created by a Recruiter.

JobTab takes its meaning from clause 1.

JobTab P/L means JobTab Pty Ltd ACN 672 978 997.

Job Tier means the presentation options available for Job listings as set out on our Website from time to time.

Prohibited Content takes its meaning from clause 7.2.

Recruiter means a User of JobTab who advertises Job listings.

Submitted Content takes its meaning from clause 11.

User means any person accessing or otherwise using JobTab.

Vouchers means a voucher for a Job listing taking into consideration any Job Tier or other terms specified on that Voucher.

Website means the site located at Jobtab.com.au and any of its subdomains.

Schedule 1 Recruiter Terms

If you are a Recruiter using JobTab then you acknowledge and agree to the following terms in this schedule.

1 Fees and Vouchers

1.1 Fees

You acknowledge and agree that in order to post a Job listing you must pay the Fee.

Unless expressed otherwise, all Fees are quoted in Australian Dollars and are exclusive of GST, withholding taxes, duties and charges imposed or levied in Australia, or overseas, in connection with this Agreement.

You are responsible for all bank fees and charges applied by the financial services provider, which you choose to use.

You acknowledge that our Fees once processed via JobTab are non-refundable, except as otherwise required by law.

1.2 Vouchers

From time to time we may make available prepaid Vouchers for Job listings. Vouchers must be used prior to any expiration date listed on that Voucher.

Vouchers may contain terms. Such terms are in addition to terms contained in this Agreement. If there is any inconsistency between any term on a Voucher and any other term contained in this Agreement the effect of the term on the Voucher prevails over any inconsistent term to the extent of that inconsistency.

You acknowledge that Vouchers are non-refundable or convertible into cash, except as otherwise required by law.

2 Job listings

The presentation of Job listings on JobTab are determined in accordance with the features provided for in the Job Tier which you procure for that Job listing or as otherwise set out on a Voucher.

3 Transactions between you and Job Candidates

3.1 Not a party

You acknowledge that we are not a party to the relationship or any dealings between you and any other User of the system. Without limitation, you are solely responsible for:

- (a) determining the suitability of any Candidate before entering into a contract with them;
- (b) negotiating, agreeing to, and executing any terms or conditions of the contract you have with a Candidate;
- (c) complying with the obligations of any contract you have with a Candidate; and
- (d) complying with any legal obligations you have in relation to labour hire, fair work, tax, superannuation, privacy or other law.

3.2 No guarantees

We do not undertake any due diligence, vet or otherwise perform background checks on Candidates. Your selection of Candidates is solely your responsibility and at your own risk.

Schedule 2 Candidate terms

If you are a Job Candidate using JobTab then you acknowledge and agree to the following terms in this schedule.

1 Transactions between you and Recruiters

You acknowledge and agree:

- (a) we provide a service to Recruiters who advertise Job listings and we are not the Recruiter or agent of those Recruiters;
- (b) that the descriptions and other details provided in a Job listing are provided by the Recruiter and not us; and
- (c) we are not a party to the relationship or any dealings between you and any other User of the system.

You are solely responsible for determining the suitability of any Job listing or Recruiter before engaging with them further.

2 Use of CVs

You are solely responsible for the content of your CV or other content you submit to JobTab. The prohibitions set out in clause 7 apply equally to the content of your CV as it does to other Submitted Content.

By uploading your CV and other profile data relating to you, you authorise us to supply that information to the Recruiter who posted the Job listing which you applied for.

3 Job alerts

JobTab provides facilities whereby you may set up a Job alert notification.

By configuring a Job alert, you consent to us providing details of Jobs via electronic messaging systems.

You are solely responsible for configuring and disabling Job alert notifications.