

## TERMS OF SERVICE - ORGANISATIONS

### BACKGROUND

- A. The Company is the owner of the Website from which it provides a professional candidate database service and other services.
- B. The Company agrees to grant the Organisation access to the Website and use of the Services subject to these Terms.
- C. The Organisation agrees to the use of the Website and the provision of Services in accordance with these Terms.

### DEFINITIONS

In these Terms unless the context indicates a contrary intention:

**“Application Form”** refers to the initial form completed by the Organisation containing all requested contact information and details of the authorised representatives of the Organisation;

**“Candidate”** means a person who is registered with the Company as an Eligible Candidate who may be selected by a Organisation or who which applies for a role with the Organisation in response to a Position.

**“Company”** means ISS - SCHROLE AVANTAGE PTY LTD ACN 626 113 095;

**“Confidential Information”** means information which relates directly or indirectly to the business, operations or affairs of the business of the Organisation, the Candidate and the Company and which these parties could reasonably expect to be regarded as confidential. It includes but is not restricted to trade secrets, records, documents, accounts, plans, formulae, specifications, inventions, Intellectual Property, devices, methods, price information, customers correspondence, technical and customer data, information relating to business development and marketing activities.

**“Data”** means information that is entered into the Website by the Candidate;

**“Disparage”** and **“Disparagement”** means to disparage, discredit, defame, deliberately misrepresent information, or to spread malicious information in any way.

**“Eligible Candidate”** means a Candidate who registers with the Company and is of good standing and character;

**“Fees and Charges”** include, but are not limited to, all fees and charges related to the Services as outlined in a fee schedule provided to the Organisation upon application to register with the Company and any other fees and charges as set by the Company in respect of the Services from time to time, which form and are subject to these Terms;

**“Force Majeure”** means an event or cause beyond the reasonable control of the party claiming force majeure. It includes each of the following, to the extent it is beyond the reasonable control of that party:

- a) act of act of God, lightning, storm, flood, fire, earthquake or explosion cyclone, tidal wave, landslide, adverse weather conditions;
- b) act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic;
- c) the effect of any change in applicable laws, orders, rules or regulations of any government or other competent authority; and

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- d) embargo, inability to obtain necessary materials, equipment or facilities, or power or water shortage.

“**GST**” has the meaning given by the Australian A New Tax System (Goods and Services Tax) Act 1999 (C’th). Any amount required to be paid in accordance with these Terms is exclusive of GST. GST will be payable in addition to such amount, but will only be payable if the Company provides the Services in Australia;

“**Malware**” means any virus, malware, worm, Trojan Horse, bot, malware, spyware, adware, ransomware, scareware, cookie or any other form of malicious online program of any description which may be downloaded onto your device or system;

“**Intellectual Property**” means copyright (including but not limited to designs, texts, graphics, images, video, information, logos, button icons, software, audio files and other content appearing on the Website and the compilation thereof), patents, trade marks, (registered or not), domain names, registered design rights, Confidential Information, and all other proprietary technical information;

“**Position**” means the role(s) or position(s) offered by the Organisation for which applications are sought from Candidates;

“**Privacy Act**” means the EU General Data Protection Regulations (GDPR) and the Australian Privacy Act 1989 (Cth);

“**Privacy Policy**” means the privacy policy outlined through the Website as amended from time to time;

“**Organisation**” means the institution seeking to employ Eligible Candidates;

“**Organisation Information**” means information provided by any means to the Company by the Organisation.

“**Services**” consists of the following:

a) Standard Services:

- Access to a Candidate database, which includes all information related to the Candidates including, but not limited, to contact information, prior work history, information on the Organisations the Candidate had previously worked for and Candidate’s referees;
- Direct access to contact Candidate referees;
- The Company’s recruitment and selection services (including but not limited to Candidate interviews, reference verification, ranking system);
- Extended search functions for Candidates;
- Online communication/notice board system;
- Ability to create and advertise a vacancy on Website.

b) Premium Services:

- Attendance at ISS-Schrole Job Fairs
- Enrolment in ISS-Schrole iFairs®

“**Tax Invoice**” has the meaning given by the Australian A New Tax System (Goods and Services Tax) Act 1999 (Cth);

“**Terms**” refers to these terms of service as supplemented, amended or varied from time to time;

“**USD**” is a reference to dollars in the currency of the United States;

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“Website” means [www.iss-schrole.com](http://www.iss-schrole.com) and any related websites, on-line communities and message tolls associated with the Company, including but not limited to social media platforms

## THE PARTIES AGREE AS FOLLOWS:

### 1. Services and Access to Website

- 1.1. In consideration of the Organisation making payment of the Fees and Charges in clause 7, the Company will provide the Organisation with:
  - 1.1.1. the nominated Services; and
  - 1.1.2. access to the Website.
- 1.2. The Organisation acknowledges and agrees that whilst the Company aims to provide the Organisation with uninterrupted uptime on the Website, the Company accepts no responsibility if there is not ongoing, uninterrupted or fault-free access to the Website for any reason whatsoever outside the Company’s control.
- 1.3. The Organisation will have the ability to record notes in respect of each Candidate on the Website, although in the event that the Organisation engages a particular Candidate, any notes recorded by the Organisation in respect of any Candidate may not be retained.

### 2. Service Selection

- 2.1. The Organisation agrees that it makes its own assessment as to which of the Services will best suit the recruitment purposes of the Organisation.
- 2.2. The Organisation acknowledges that the Company does not provide credits for unused Services.

### 3. Training and Support Provided by the Company

- 3.1. The Company will provide the Organisation with online training and support in relation to the Services and the use of the Website.
- 3.2. The Organisation acknowledges that the members of the Company’s team providing training and support may vary from time to time subject to availability, the Company’s business requirements, leave requirements, specific skill sets applicable to different stages of the Services, and other factors which may arise from time to time.
- 3.3. If the Organisation requires on-site training and support, the Organisation agrees to pay for all costs associated with the Company’s on-site training personnel, including but not limited to, flights, accommodation and a daily fee.

### 4. Organisation’s Warranties and Acknowledgements

- 4.1. The Organisation warrants that:
  - 4.1.1. the Organisation Information including and especially information provided to the Company by way of the Application Form is true, correct, accurate and current;
  - 4.1.2. the person providing Organisation Information including the Application Form on behalf of the Organisation is authorised and has the power to enter into and bind the Organisation to these Terms;
  - 4.1.3. it has a bona fide intention to engage a Candidate and that any Position advertised via the Website or offer made to a Candidate for a Position with the Organisation is genuine, legal and valid (including for the avoidance of doubt, a warranty that the Organisation does not act as an agent for any third party);
  - 4.1.4. the Data and the Verify Services Information provided by either the Candidate or the Company to the Organisation will only be used for recruitment purposes and as provided for in these Terms and under no circumstances will be used (including but not limited to being republished or distributed in whole or in part) by the Organisation in any other way or for any other purpose. In that event of a breach of this clause, the

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Organisation will to the maximum extent permitted by the law indemnify both the Company and its licensors for any loss and damage including but not limited to legal costs and disbursements calculated on a solicitor-client basis;

- 4.1.5. it will not require any form of payment from any candidate in respect of any aspect of the Website;
  - 4.1.6. it will not resell or assign any rights or opportunities arising from this agreement;
  - 4.1.7. it will not use the Website in any way to endorse a political party, political agenda, political issue, or any religion or organisation which could reasonably be regarded as religious in nature;
  - 4.1.8. unless permissible under local law, it will not require candidates to provide information relating to the candidate's racial or ethnic origin, political beliefs, philosophical or religious beliefs, membership of any union or organisation which may be regarded as similar to a union, mental health, physical disability, sexual orientation, or age.
  - 4.1.9. use the website to disseminate material or information which could or be reasonably regarded as being capable of harassing, inciting hatred, or which advocates any harassment or hatred of any person or group, including but limited to bigotry, racism, discrimination, homophobia, or sexism;
  - 4.1.10. if it is located in a jurisdiction where laws or customs relating to religion, sexual orientation, or gender may be reasonably said to have the potential to adversely impact the health (including mental health), well-being, safety, security, freedom of movement, freedom of association, freedom of expression, and lifestyle of any candidate, then, prior to making any offer of employment, the Organisation in writing will alert all Candidates who may be applying for employment with the Organisation of those laws or customs.
- 4.2. The Organisation acknowledges that:
- 4.2.1. there is no guarantee of a successful outcome of the Services in engaging a Candidate via the Website;
  - 4.2.2. irrespective of its use of the Verify Services, it shall conduct its own due diligence in relation to the Candidate and there is no guarantee the Candidate will be suitable for the Position or for the Organisation or that a Candidate will accept any offer from the Organisation or if the Candidate does accept an offer, the Candidate will go through with the offer or enter into a contract with the Organisation;
  - 4.2.3. it is responsible from conducting its own background checks on potential Candidates prior to making an offer, signing a written contract or as a condition of employment;
  - 4.2.4. it will agree with all Candidates, and give, sufficient time to consider a system, verbal or written offer of employment;
  - 4.2.5. it is required to have candid discussions regarding the Organisation and related employment matters such as job expectations and responsibilities, housing and family related issues, insurance and tax matters, general safety of the school's location, and any other concern pertaining to the job, Organisation, and/or where the Organisation is domiciled prior to making any offer of employment in any format. While the Company attempts to provide candidates with general knowledge about an Organisation through the Website, it is the Candidate and Organisations sole responsibility to inquire or provide information related to the job being offered.
  - 4.2.6. it agrees to update the vacancy list promptly when a new position becomes available or when a position is filled;
  - 4.2.7. it will not make and offer for the same position simultaneously to multiple Candidates;

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- 4.2.8. the Candidate has the ability to apply for multiple Positions, and although the Candidate is an Eligible Candidate, the Candidate is not exclusively available to the Organisation;
- 4.2.9. it is expected to notify Candidates who have scheduled interviews if a position is filled before their assigned interview time. However, Organisations may wish to interview these candidates for future consideration;
- 4.2.10. if it has selected the Premier Services:
  - 4.2.10.1. it may meet or interview a Candidate registered for a recruitment conference that it will be attending in advance of that recruitment conference;
  - 4.2.10.2. once at a recruitment conference, independent meetings may also take place in advance of the formal interview sign-up period. Organisations may offer positions, and Candidates registered for that recruitment conference may accept, at any time.
- 4.2.11. it will treat all Candidates professionally and ethically during the process of selection, interviewing, contact negotiation, and upon arrival in country;
- 4.2.12. by registering with the Company, it will be providing the Company with access to Organisation Information including information about the Organisation which is or may be confidential in nature, and thereby expressly authorises the Company to use the Organisation Information for the purposes of employment, or including to investigate the authenticity of the information provided.
- 4.2.13. while it uses its best endeavours to provide accurate information, the Company is not responsible for the accuracy of any and all Verify Services and Verify Services Information. The Organisation acknowledges that this is because certain types of background checks can involve information which can significantly and adversely change on a daily basis, including and especially INTERPOL's Green List sex offender registry.

### 5. Licence to Use the Data

- 5.1. The Company shall grant the Organisation a limited, non-exclusive, non-transferrable license to access the Website and use the Data and the Verify Services Information on the Website in connection with the Services, conditional upon the following:
  - 5.1.1. the Organisation using the Data in relation to the Services to which the Data relates;
  - 5.1.2. the Organisation abiding by these Terms including but not limited to the copyright obligations as per clause 6 and maintaining strict confidentiality as per clause 14; and
  - 5.1.3. all Fees and Charges properly due to the Company having been paid.
- 5.2. The Organisation agrees to allow access to all information provided through the registration process and any subsequent provision of personal data to the database to the Company, and agrees that this information may be used to further and promote the purposes and business of the Company. This access shall be contiguous and unimpeded by terms or termination of contracts.
- 5.3. The Company warrants that all Data pertaining to the specific job vacancy listed by the Organisation provided by the Candidate through the registration process shall be made available to the Organisation on termination of the contract. This provision shall be in such format and incur such fees as is deemed reasonable by the Company at the time. Any contract terminated for reasons specified under clause 15.2 shall not be eligible for provision of collected data.
- 5.4. The Organisation agrees not to take any action that imposes an unreasonable or disproportionately large load upon the company's Website and associated infrastructure.
- 5.5. The Organisation agrees that, should any candidate decline a position with the Organisation, that the Organisation shall not to make any further unsolicited contact with that candidate.

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- 5.6. The Company agrees that it uses its best efforts to prevent Malware from being delivered by or downloaded from the Website, but cannot guarantee that by use of the Website that no Malware will be introduced or downloaded into any of the Organisation's devices or system. In so far as the website provides hypertext links and other connections to other third party websites, the Company does not endorse, approve of, nor is it associated or affiliated with, any of those websites, and the Company is not liable for any of the content contained on that website, including but not limited to:
- a. Malware; and
  - b. any and all inaccurate, misleading or incomplete information.

### 6. Copyright Retained

- 6.1. The Company shall retain copyright in any and all of the Data prepared or used by the Organisation in relation to the Services and all information on the Website.
- 6.2. In accordance with the Company's Privacy Policy, the Company expressly reserves the right without limitation to:
- a. retain, use, distribute, modify, and create derivative works partly or wholly based in depersonalised, aggregated Data and depersonalised, aggregated Organisation Information in conjunction with depersonalised aggregated information obtained by the Company from other sources;
  - b. use technology such as pixel tags, cookies, and unique identification numbers relating to the Company's services so as to create derivative works based upon Organisation Information; and
  - c. provide Data and Organisation Information for processing by trusted business partners.

The Company shall retain ownership of copyright in all outcomes derived from the activities described in this clause.

- 6.3. The Company also reserves all present and future moral rights in so far as any may exist in all Intellectual Property in the Data, the information on the Website, and in any Services provided or to be provided by the Company.
- 6.4. Save as provided by law, the Data and information on the Website must not be given, sold, licensed, reproduced, or disseminated in any way to any person, public authority, institution or organisation without the express permission of a duly authorised representative of the Company. The Organisation agrees not to infringe or assist any third party to infringe the copyright not any other aspect of any of the Intellectual Property owned by the Company or its licensors.
- 6.5. The Organisation, nor any of its agents, associates, officers or employees shall not, nor assist any third party to:
- a. reverse engineer, decompile, or otherwise endeavour to disassemble the source code or object code for the Website;
  - b. use, data mining software, bots, site scraping or screen scraping, or similar automated data gathering extraction or publication tools on the Website;
  - c. implement website framing techniques or any other similar arrangement such as to obscure in any way the Company's Intellectual Property;
  - d. block any person from using the Website.
- 6.6. The Organisation shall not use the Website for any purpose other than for recruitment and selection purposes as intended as per these Terms.

### 7. Fees and Charges

- 7.1. The Organisation acknowledges and agrees to pay for all Fees and Charges in relation to the Services rendered by the Company in accordance with clause 8.

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7.2. The Organisation acknowledges that the Fees and Charges are not incurred on a pro-rata basis and are payable regardless of when they register with the Company.

7.3. All fees are non-refundable unless otherwise specified

## 8. Payment Terms

8.1. A Tax Invoice for the Services will be submitted by the Company to the Organisation annually on the anniversary of the commencement date or the agreed renewal date.

8.2. Unless otherwise stated in these Terms, the Organisation shall pay the Fees and Charges, without any set-off or counterclaim whatsoever, to the Company within fourteen (14) days of the date of the Company's Tax Invoice.

## 9. Variation to Costs

9.1. In the event that the Organisation requires that the provision of the Services be extended or varied and the Company and the Organisation have agreed in writing to extend or vary the Services, the Company shall be entitled to review the value of the Fees and Charges, and the Organisation shall be obliged to pay all additional costs associated with such amended scope as is agreed in writing between the Company and the Organisation.

## 10. Overdue Payments

10.1. The Company shall be entitled to charge interest on all outstanding fees, the percentage rate being the current ANZ Banking Corporation thirty (30) Day Bank Bill Rate plus three (3) per cent. Payment of the interest charges will not relieve the Organisation of the obligation to pay the outstanding fees.

## 11. Legal Costs

11.1. All legal costs (on a full indemnity basis), charges, duties and other expenses incurred by the Company as a result of the Organisation failing to perform its covenants and obligations contained herein, shall be paid by the Organisation to the Company.

## 12. Default

12.1. If the Organisation defaults in the due and punctual observance of all or any of its obligations or covenants under these Terms, all monies owed by the Organisation to the Company shall become immediately due and payable and the licence granted to the Organisation to access the Website shall be immediately terminated.

## 13. Privacy

13.1. The Company maintains the Privacy Policy in compliance with the provisions of relevant Privacy Laws that it collects about the Candidates and the Organisation and other Organisations. The Company agrees to abide by the General Data Protection Regulation and Australian Privacy Act regardless of whether the Company is legally bound by that act.

13.2. The Privacy Policy does not apply to how the Organisation handles the Data. It is the Organisation's responsibility to meet the obligations of the relevant Privacy Laws by implementing a Privacy Policy in accordance with law.

13.3. The Company makes no warranty as to the suitability of the Website in regards to the Organisation's privacy obligations at law or contract, and it is the Organisation's responsibility to determine whether the Website is appropriate for the Organisation's circumstances.

13.4. The Company and the Organisation warrant to treat, deal in, retain, and handle all Data in accordance with privacy requirements and to not use the Data except for the Organisation's recruitment purposes, or otherwise to further improve and promote the purposes and business of the Company.

13.5. The Organisation agrees to guard the confidentiality of the all Candidate information obtained from any Company source including the Website, printed, emailed, faxed, telephone conversation or contained electronically, and;

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- 13.5.1. not transfer any of the Candidate information to another party and;
- 13.5.2. not share reference information with a Candidate;
- 13.6. Upon successful registration with the Company the Organisation will be provided with a login and password personal to the Organisation. The Organisation agrees that any login or password details are confidential in nature and should not be provided to any other party. The Organisation is entirely responsible for the confidentiality of its log-in name and password. The Organisation may change his password at any time by following the instructions contained on the Website, and the Company strongly encourages the Organisation to do so on a frequent basis in order to protect the Organisation's information as well as any Data received by the Organisation. The Organisation may also delete the Organisation's account at the Organisation's convenience.

## 14. Confidentiality

- 14.1. The Organisation shall treat all Confidential Information disclosed by the Company as confidential, and shall not disclose to any party or make known in any manner any part of the Confidential Information without the Company's prior written consent.
- 14.2. The Organisation shall not make use of the Confidential Information disclosed by the Company for its own benefit or the benefit of a third party and shall only use the Confidential Information for the purposes of the Services.
- 14.3. The Organisation shall not for whatever reason either for itself or for any third party appropriate, copy, memorise or in any other manner reproduce any of the Confidential Information without the written consent of the Company.
- 14.4. The Organisation agrees that it will forever observe the obligations of confidence set out in this clause unless released from such obligation in writing by the Company;
- 14.5. The Organisation agrees that:
  - 14.5.1. all Confidential Information provided by the Company to the Organisation will be safely and securely stored when not in use and will remain the exclusive property of the Company; and
  - 14.5.2. all originals and copies:
    - 14.5.2.1. of documents which are or contain the Confidential Information, or
    - 14.5.2.2. which reproduce, are based on, utilise or relate to the Confidential Information, will be immediately returned to the Company or destroyed at its request.
- 14.6. The Organisation agrees that the obligations provided for in this clause will survive from the date the Organisation accepts these Terms.
- 14.7. The Organisation agrees that its officers, employees, agents, consultants or advisers using the Website, Data and Confidential Information, will also abide by the same terms as are set out in this clause.
- 14.8. The Parties agree that the undertaking of confidentiality does not apply to Confidential Information which is or becomes available to the public other than as a result of a breach of this clause.

## 15. Non-disparagement

- 15.1. The parties agree to not Disparage the other party. The parties agree that in the event that Disparagement occurs or is reasonably suspect to have occurred, then the party which has been Disparaged in any way may obtain an urgent interlocutory injunction to prevent or mitigate the spread of the Disparagement without the need to provide any undertaking as to damages.



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## 16. Term and Termination

- 16.1. The initial term of the application of these Terms shall be from the commencement date of the agreement and/or first invoice, following which it shall automatically renew every twelve (12) months thereafter unless terminated earlier as outlined in this clause.
- 16.2. The Company may immediately terminate the Services at any time in the following circumstances:
  - 16.2.1. if the Organisation breaches its warranties in clause 4.1 in any way;
  - 16.2.2. if the Organisation breaches its copyright obligations as per clause 6 in any way;
  - 16.2.3. if the Organisation breaches its strict confidentiality obligations as per clause 14 in any way;
  - 16.2.4. if the Organisation defaults in the due and punctual payment of any Fees and Charges to the Company pursuant to these Terms being outstanding for more than fourteen (14) days;
  - 16.2.5. if the Company believes the Organisation has been unethical, grossly unfair, discriminatory to Candidates and dishonest;
  - 16.2.6. in the event of any other breach by the Organisation of these Terms, which breach is not remedied within thirty (30) days of written notice from the Company requiring the breach to be remedied;
  - 16.2.7. upon giving the Organisation thirty (30) days written notice of its intention to do so; and/or
  - 16.2.8. if the Organisation offers a Candidate with a Position and the Candidate accepts the offer, but any time following the acceptance of the offer from the Candidate, informs the Candidate or the Company that the Organisation no longer wishes to continue with the offer.
- 16.3. The Organisation may terminate upon giving the Company sixty (60) days written notice of its intention to do so.
- 16.4. If the Services are terminated by either party, the Organisation is still obligated to pay all monies owed to the Company for the Services performed up to and including the date of termination pursuant to these Terms and for the costs incurred by the Company.

## 17. Dispute Resolution

- 17.1. In the event of a dispute between the parties, either party may serve a notice on the other detailing matters of dispute and requiring that senior representatives of each party meet and attempt to settle the dispute within five (5) working days.
- 17.2. If the dispute is not settled by the senior representatives within ten (10) working days of the service of the notice, the parties shall agree to refer the dispute to mediation by a single mediator. Either party may initiate mediation, the costs of which shall be shared equally by the parties.
- 17.3. If the parties cannot agree upon the identity of the mediator, the dispute shall be referred for mediation to a mediator nominated by the Institute of Mediators and Arbitrators.

## 18. Force Majeure

- 18.1. If a party is prevented in whole or in part from carrying out its obligations under these Terms as a result of Force Majeure, it will promptly notify the other party accordingly. The notice must:
  - 18.1.1. specify the obligations and the extent to which it cannot perform those obligations;
  - 18.1.2. fully describe the event of Force Majeure;
  - 18.1.3. estimate the time during which the Force Majeure will continue; and
  - 18.1.4. specify the measures proposed to be adopted to remedy or abate the Force Majeure.

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- 18.2. Following a notice of Force Majeure in accordance with clause 17.1 and while the Force Majeure continues, the obligations which cannot be performed because of the Force Majeure will be suspended, other than obligations to pay money that is due and payable.
- 18.3. The party that is prevented from carrying out its obligations under these Terms as a result of Force Majeure must remedy the Force Majeure to the extent reasonably practicable and resume performance of its obligations as soon as reasonably possible.
- 18.4. The party that is prevented from carrying out its obligations under these Terms as a result of Force Majeure must take all action reasonably practicable to mitigate any loss suffered by the other party as a result of the party's failure to carry out its obligations under these Terms.
- 18.5. The period of time of these Terms will not be extended by the period of Force Majeure.

### 19. Indemnity

- 19.1. The Organisation indemnifies and holds harmless and shall continue to indemnify and hold harmless the Company against all losses, damages, costs (including legal costs on a full indemnity basis) and expenses suffered or incurred by the Company by reason of, arising out of or referable to any breach (particularly a breach of clause 6.2) or non-performance by the Organisation of any provision of these Terms and on the part of the Organisation to be observed and/or performed.

### 20. No Warranties

- 20.1. Notwithstanding anything contained herein the Organisation acknowledges that no representation, warranty or condition, express or implied, is given by the Company about the Services or that the Services provided comply with the rules, regulations, laws and legislation of the place where the services are being provided and the Company will not be liable under any circumstance for any claims, losses or damages of any kind whatsoever (including but not limited to any indirect, special or consequential damage or injury to any person, corporation or other entity) by reason of or arising out of the Services and such Services not complying with such rules, regulations, laws and legislation, or the Candidate not being suitable or the Candidate not accepting any offer or the Candidate reneging on an accepted offer or by reason of or arising out of any inaccuracy, error or omission in the Data and any other information provided by or to the Company.
- 20.2. Where the Australian Consumer Law and other laws imply conditions or warranties in certain contracts and also give parties to those contracts certain other rights against suppliers of goods and services, to the extent that it is not lawful or possible to exclude them, then such conditions, warranties or other rights shall (but only to the extent required by law) apply to these terms and conditions and all other conditions, warranties or rights which might but for this provision be implied are hereby expressly excluded. Where the law implies any term or warranty into these Terms which cannot be excluded, then the liability of the Company for any breach of such term will be limited in the manner permitted under section 64A of the Australian Consumer Law to either supply of the Services again or payment of the cost of having the Services supplied again (as the Company may determine).
- 20.3. The Organisation acknowledges and agrees that the Company does not endorse or recommend any of the Candidates offered by way of the Website or otherwise. The Organisation agrees that it should obtain his own independent legal, financial, accounting, human resources, immigration, or taxation advice as applicable and that the Company does not, has not, and will not provide any of this type of information to the Organisation. The Organisation acknowledges and agrees that it has entire responsibility, to the fullest extent permissible by law, to assess and evaluate the accuracy, completeness, utility, and viability of all information provided by the Website and by the Candidate.

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## 21. General

- 21.1. Certain areas of the Website may be subject to additional terms. By using such areas, or any part thereof, the Organisation agrees to be bound by those additional terms applicable to such areas of the Website.
- 21.2. No amendment or variation of these Terms is valid and binding on the Company unless it is in writing and signed by an authorised officer of the Company.
- 21.3. The Organisation may not assign these Terms or any of its rights and obligations in whole or in part in these Terms, whether by actual assignment or by operation of law or by providing any information on the Website to any third party without the Company's prior written consent, unless otherwise agreed to in writing between the parties.
- 21.4. A provision of these Terms may not be waived except in writing and signed by an authorised officer of the Company. No waiver or breach of any provision of these Terms shall constitute a waiver or breach of any other provision.
- 21.5. If the Organisation comprises two or more parties each of those parties are jointly and severally liable on the covenants and obligations herein.
- 21.6. The relationship between the Company and the Organisation shall be governed and construed in accordance with the laws of Western Australia, Australia and the parties shall submit to that jurisdiction.
- 21.7. If any part of these Terms become void or unenforceable then that part shall be severed to the intent that all parts that are not void or unenforceable shall remain in full force and effect. None of these Terms will merge in or upon the execution of this or any other agreement, document, act, matter or thing and will continue to remain in full force and effect for so long as is necessary to give effect to these Terms.
- 21.8. If these Terms are inconsistent with any other previous document or agreement between the parties, these Terms will prevail to the extent of the inconsistency.