

TERMS OF SERVICE - USERS

BACKGROUND

A. The Company is the owner of the Website from which it provides a professional User database service and other services.

B. The User wishes to register with the Company as a user of the Services provided by the Company.

C. The User agrees that his/her registration will be subject to these Terms.

DEFINITIONS

“**Access Fee**” means a fee that may be charged by the Company for Premier Services;

“**AUD**” is a reference to dollars in the currency of the Commonwealth of Australia

“**User**” refers to the person identified in the Data wishing to register with the Company as an Eligible User or the partner of a User that has acknowledged on the Website that they consent to having that relationship recorded in the Data;

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

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

“**Eligible User**” means a User who registers with the Company and is of good standing and character as determined by the Company or the Organisation offering the Position;

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

“**GST**” has the meaning given by the 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;

“**Penalty Payment**” means an amount set by the company for Termination of Offer following Acceptance by User (section 7);

“**Position**” means the role(s) or position(s) offered by the Organisation;

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

“**Privacy Policy**” means the privacy policy of the Company which may be accessed through the Website as amended from time to time;

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“**Refunds, Returns and Delivery Policy**” means the refund policy of the Company;

“**Organisation**” means the responsible legal entity seeking to utilise the Services of the Company to engage with a User;

“**Services**” refers to the range of current and future actions which can be taken by the Organisation as a result of engaging with the Company and utilising the available products and consists of the following:

a) Classic Services

- Access to a candidate database, which collects information required for a User to apply for Positions with Organisations
- Access to an Organisation database, which provides information about Organisations and allows Users to apply for Positions on the Website
- Listing on the candidate database that allows Organisations to invite Users to apply for Positions

b) Premier Services

- Email notification of Positions
- Extended search functions for Positions;
- Access to International Recruitment Conferences to meet Organisations and apply for Positions;

“**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 and conditions as supplemented, amended or varied from time to time;

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

“**Website**” means 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. Eligible User

- 1.1. The User acknowledges and agrees that the User’s ability to register with the Company and accept an offer from an Organisation will be subject to the User being an Eligible User.

2. User’s Warranties and Acknowledgements

2.1. The User warrants that:

- 2.1.1.the Data provided by the User to the Company are true and correct;
- 2.1.2.the User 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; and
- 2.1.3.the User has a bona fide intention to be engaged by the Organisation.

2.2. The User acknowledges and agrees that:

- 2.2.1.there is no guarantee that the User will be successfully engaged by the Organisation;
- 2.2.2.the Website is a platform provided by the Company from which Organisations can ascertain Data pertaining to the User, to allow the Organisation to assess whether the User is suitable for a Position with the Organisation;

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- 2.2.3. they are solely responsible for keeping their Data up-to-date including, but not limited to, email address, telephone number, employment and education history. The Company is not responsible for opportunities missed because of missing or incorrect information;
- 2.2.4. any agreement, written or verbal, made between the User and the Organisation is separate to the services offered by the Company via the Website;
- 2.2.5. the User is responsible for undertaking due diligence in relation to the Organisation, Position, the country in which the Organisation is based (particularly with regard to customs, laws, culture and religious orientation) in considering whether the User should apply for and accept the Position;
- 2.2.6. the Company does not warrant the suitability of the Organisation for the User;
- 2.2.7. their Profile may be placed in a dormant status for any of the following reasons:
 - 2.2.7.1. placement as a result of acceptance of a contract;
 - 2.2.7.2. failure to provide the Data required by the Website or requested by the Company; and
 - 2.2.7.3. not updating their Data within the last 12 month period.
- 2.2.8. User files and Data will be retained for a period specified in the Privacy Policy.

3. Use of Data and Privacy

- 3.1. The User acknowledges and agrees that by registering with the Company as an Eligible User, it will be providing the Company with access to Data about the User which is confidential in nature, including authorising:
 - 3.1.1. the Company or the Organisation to use the Data or to investigate the authenticity of the Data provided;
 - 3.1.2. the Company to assess the Data to screen and qualify Users for registration at International Recruitment Conferences; and/or
 - 3.1.3. the Company or the Organisation to contact the User's referees for a confidential reference.
- 3.2. The Company maintains the Privacy Policy in compliance with the provisions of relevant Privacy Laws that it collects about the User. 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.
- 3.3. The Privacy Policy does not apply to how an 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.
- 3.4. The Company warrants that it will only use the Data provided by the User for Services provided by the Company.
- 3.5. The User 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.

4. Copyright Retained

- 4.1. The Company shall retain copyright in any and all of the Data prepared or used by the User in relation to the Services and all information on the Website.
- 4.2. In accordance with the Company's Privacy Policy, the Company expressly reserves the right without limitation to:

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- 4.2.1. retain, use, distribute, modify, and create derivative works partly or wholly based in depersonalised, aggregated Data and depersonalised, aggregated User Information in conjunction with depersonalised aggregated information obtained by the Company from other sources;
- 4.2.2. 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
- 4.2.3. 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.

- 4.3. 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.
- 4.4. 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 User 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
- 4.5. The User shall not, nor assist any third party to:
 - 4.5.1. reverse engineer, decompile, or otherwise endeavour to disassemble the source code or object code for the Website;
 - 4.5.2. use, data mining software, bots, site scraping or screen scraping, or similar automated data gathering extraction or publication tools on the Website;
 - 4.5.3. implement website framing techniques or any other similar arrangement such as to obscure in any way the Company's Intellectual Property;
 - 4.5.4. block any person from using the Website.
- 4.6. The User shall not use the Website for any purpose other than for purposes as intended as per these Terms.

5. Access Fee, Access and Profile on Website

- 5.1. Subject to the Company's decision to determine otherwise in accordance with these Terms, from registration the User will be entitled to use the Website during the period as set by the Company.
- 5.2. By accepting these Terms, the User agrees that the Company will make all reasonable efforts to provide access to the Website. However the Company accepts no responsibility if there isn't ongoing, uninterrupted or fault-free access to the Website for any reason whatsoever.
- 5.3. The User will create a profile on the Website and update the User's details and availability as and when required to maintain currency and accuracy.
- 5.4. There will be no charge for the User for Classic Services for job applications through an Organisations website and Organisations visible on the Website; and the
- 5.5. If the User wishes to access Premier Services, including being advised of additional appropriate job openings and having his/her profile provided to, or searching more than one Organisation, the User will be required to pay to the Company the Access Fee. The Access Fee may be varied from time to time.

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- 5.6. The User agrees it shall not engage in any conduct that is unlawful, immoral, threatening, abusive in any way or deemed unreasonable by the Company in its discretion and it shall not bring the reputation of the Company into disrepute by way of the User's use of the Website or through any other association with the Company. If the User is found to be engaging in such conduct or brings the Company's reputation into disrepute, the Company will immediately deregister the User and access to the Website will be permanently denied.
- 5.7. The Company may contact the User by digital means with respect to the User's use or access of the Website. The User acknowledges that if the User does not respond to the Company's attempts to contact the User and/or requests to keep the User's contact information current, the Company may deregister the User from the Website.

6. Login and Password

- 6.1. Upon successful registration with the Company the User will be provided with a login and password personal to the User. The User agrees that any login or password details are confidential in nature and should not be provided to any other party.
- 6.2. The Company may revoke the User's access to the Website at any time if the User is discovered to have been misusing access and/or access is denied to the User in accordance with clause 7.

7. Offer and Engagement of User by Organisation

- 7.1. The User understands and acknowledges that any offer of employment made by an Organisation may be subject to the laws and policies applicable to the country and/or political subdivision in which an Organisation is located. Whilst the Company will use its reasonable endeavours to ensure that any Position offered by an Organisation is legal, non-discriminatory and conscionable, the User acknowledges that the Company cannot warrant that the Organisation will be non-discriminatory and conscionable throughout its selection process.
- 7.2. The User agrees that if the User is engaged by an Organisation via the Company's Website, any acceptance of an offer by the User will be binding.
- 7.3. The Company is not responsible for events or circumstances which occur once the User accepts an offer with the Organisation or during the course of the User's engagement with the Organisation.

8. Termination of Offer following Acceptance by User

- 8.1. The User agrees that if the User accepts an offer made by an Organisation, but at any time following acceptance of the offer informs the Organisation that the User no longer wishes to continue with the offer, the Company may revoke the User's access to the Website in accordance with clause 7.
- 8.2. The Company will have absolute discretion in deciding whether to:
 - 8.2.1. remove the User from the database on the Website; and/or
 - 8.2.2. notify any Organisation or referee that the User has withdrawn the User's acceptance or terminated the User's contract with an Organisation.
- 8.3. The User further agrees that it will indemnify the Company for all legal costs (on a full indemnity basis), charges, duties and other expenses incurred by the Company as a result of

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the User failing to perform its covenants and obligations contained herein, including any consequent removal of the User's access to Services.

9. False Data provided by the User

9.1. If the User is found to have provided false Data at any time:

9.1.1. the User will be in breach of these Terms and will be required to make payment of the Penalty Fee and reimburse the Company and the Organisation (if applicable) for any and all fees, allowances, transportation costs and/or other costs incurred;

9.1.2. the User's access to the Website will be revoked permanently; and

9.1.3. the Company may inform Organisations and any other persons or bodies who will likely use the User's Data of the provision of false Data.

10. Force Majeure

10.1. 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:

10.1.1. specify the obligations and the extent to which it cannot perform those obligations;

10.1.2. fully describe the event of Force Majeure;

10.1.3. estimate the time during which the Force Majeure will continue; and

10.1.4. specify the measures proposed to be adopted to remedy or abate the Force Majeure.

10.2. Following a notice of Force Majeure in accordance with clause 10.1 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.

10.3. 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.

10.4. 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.

10.5. The period of time of these Terms will not be extended by the period of Force Majeure.

11. No Warranties

11.1. Notwithstanding anything contained herein the User acknowledges that no representation, warranty or condition, express or implied, is given by the Company about the Services provided by the Company and that the Services provided by the Company 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 not complying with such rules, regulations, laws and legislation, or the Organisation not being suitable for the User or if the Organisation reneges on an offer to the User or by reason of or arising out of any inaccuracy, error or omission in the information provided by or to the Company.

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11.2. 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 and conditions 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).

12. Payment, Delivery, Refunds for Premium Users

12.1. Payment Methods

The Company offers online Credit Card payment for Users wishing to upgrade from the Classic Service to the Premier Service. Payment is in AUD and GST applies to Australian residents. When purchasing through Company's secure payment gateway with a credit card, financial details are passed through a secure server using the latest 128-bit SSL (security sockets layer) encryption technology.

12.2. Delivery

The User will be given access to the Premier Service immediately following confirmation of the successful processing of payment.

12.3. Refund

By law, the Company is not required to provide a refund. But a User can request a refund if a product has a major problem. This is when the product:

- has a problem that would have stopped someone from buying the item if they had known about it
- is unsafe
- is significantly different from the sample or description
- doesn't do what was said it would, or what was asked for and can't be easily fixed.

If the problem is not major, the Company will resolve the concerns within a reasonable time. If it is not resolved in a reasonable time a refund can be requested.

13. General

- 13.1. 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.
- 13.2. The User 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.
- 13.3. 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.

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- 13.4. The relationship between the Company and the User shall be governed and construed in accordance with the laws of Western Australia, Australia and the parties shall submit to that jurisdiction.
- 13.5. 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.