

Users and Advertisers on www.resumehq.com.au ("Users" and "Advertisers") agree to be bound by the following terms and conditions.

- (1) www.resumehq.com.au does not make any representation whatsoever about any resume, advertisement or job vacancy advertised on the site, nor about any of the Advertisers who appear in the "Employer/Recruiter Directory". Users and Advertisers must satisfy themselves as to the suitability of any agency, employer, job, or resume found directly or indirectly through this website.
- (2) As a condition of using any services supplied by www.resumehq.com.au, Advertisers must comply with the Human Rights and Equal Opportunity Commission Act 1986 and all anti-discrimination and equal opportunity legislation.
- (3) Users and Advertisers agree at all times to deal with any information or products provided or accessed from the Site in a manner which abides by all applicable laws, or of any other relevant jurisdiction (including, without limitation, privacy and copyright laws).
- (4) Resume HQ endeavors to assist both job seekers and employers alike. To ensure the requirements of our clients are met by agreeing to the terms of conditions of creating a job seeker profile, you give Resume HQ permission to amend any incorrect personal details.
- (5) www.resumehq.com.au reserves the right to either reject or remove any job posting or resume from its site for any reason whatsoever, including any advertisement or listing that is in breach of any law.
- (6) Advertisers agree to indemnify www.resumehq.com.au, its officers, employees and agents against all claims, actions, suits, liabilities, costs and expenses incurred on any account by www.resumehq.com.au as a result of the listing or proposed listing by an advertiser on www.resumehq.com.au or any related site.
- (7) www.resumehq.com.au provides no warranty to Advertisers that services available through the Site will be uninterrupted or error free. www.resumehq.com.au agrees to use its reasonable endeavours to ensure that any disruptions to or a denial of access to its Site will be remedied as quickly as possible.
- (8) www.resumehq.com.au will use its reasonable endeavours to post all advertisements and listings submitted by Users and Advertisers in the format submitted to www.resumehq.com.au and in accordance with the instructions of the User or Advertiser. www.resumehq.com.au makes every effort to avoid errors in advertisements and listings it has agreed to post to the site however, www.resumehq.com.au accepts no responsibility or liability for any errors and requires that Users and Advertisers check their listings for errors as soon as they are placed on the Site.

(9) www.resumehq.com.au may, at its discretion and without further cost or notice to the User or Advertiser, partner with or syndicate Job or Resume data to other third party organisation's employment sites. Where possible details of any partner or syndicate employment sites will be listed on the www.resumehq.com.au web site.

(10) Users and Advertisers must not post any advertisement, listing, or any information relating to pyramid schemes. Users and Advertisers also agree not to ask or require any Job Seeker to pay a fee or any money whatsoever to apply for any job advertised on the www.resumehq.com.au website.

(11) Users and Advertisers agree not to use any feature of www.resumehq.com.au to send unsolicited emails, to any person or business for any reason. Legitimate communication tools provided within the site for the purpose of communicating with Employers and Job Seekers are the exception to this rule.

(12) Users and Advertisers posting Jobs or Resumes must post information that is accurate, truthful, and honest. Job postings must be posted only for Jobs that are current and legitimate at the time of posting. Job postings on the web site must be removed as soon as the positions are filled or for any reason no longer current.

(13) Advertisers must ensure that all advertisements posted on www.resumehq.com.au comply with all applicable legislation, regulations, by-laws, ordinances or codes of conduct in all applicable States and Territories of Australia.

(14) Advertisers agree to keep www.resumehq.com.au, its officers, employees and agents fully indemnified against any actual or contingent costs, expenses, charges, damages or liabilities incurred in relation to any actions or claims brought by any person or entity against www.resumehq.com.au as a result of an actual or alleged breach by you of any law, regulation, by-law, ordinance or code of conduct or such other actions or claims brought as a consequence of your posting appearing on www.resumehq.com.au.

(15) Advertisers may not assign or transfer any rights and obligations pursuant to this agreement to any other person or entity without www.resumehq.com.au prior written approval. Approval will not be unreasonably withheld.

(16) Advertisers agree that www.resumehq.com.au retains all intellectual property rights contained in any of the goods and services provided to you by www.resumehq.com.au.

(17) Users and Advertisers accept that we cannot and do not screen, vet, or QA all job postings and resumes on the site. We do the best we can to ensure a high level of quality and accuracy but we are not responsible for the validity or accuracy of information contained in these postings. www.resumehq.com.au will not be liable for any loss, costs, damages or loss of profits sustained as a consequence of any User or Advertiser employing or engaging any person sourced through www.resumehq.com.au, or any job, contract, project, or freelance work sourced through the Site.

(18) www.resumehq.com.au cannot and does not guarantee or warrant to the User or Advertiser that files available on or emailed through the site will be free of infection or viruses, worms, trojan horses or other malicious or harmful code. www.resumehq.com.au will not be liable to you for any direct, indirect, consequential, special or other damage resulting from the transmission from this website to your computer systems of viruses, worms, trojan horses or other destructive items, however caused, such damage to include, without limitation, loss of profits, interruption to business, loss of the whole or any part of a programme or any data howsoever stored whether saved on a computer system or otherwise.

(19) Users and Advertisers agree to comply with the National Privacy Principles set out under the Privacy Amendment (Private Section) Act 2000.

(20) Access to the names and contact details of job seekers in the resume database is available only to approved Advertisers who have registered and paid for access to the resume database.

(21) Advertisers may access and use the information stored on the candidate resume database solely for the purpose of identifying candidates for current or forthcoming job vacancies. Advertisers must not use a job seeker's resume or contact details for any purpose other than to help that person find a job. Breach of this clause may result in the Advertiser's www.resumehq.com.au membership being cancelled.

(22) Advertisers agree that www.resumehq.com.au may, for the purposes of assessing an Advertiser's commercial credit application, obtain from either a credit reporting agency or other credit providers, personal credit information about the Advertiser and/or its directors or a consumer credit report about the Advertiser from a credit reporting agency for the purposes of collecting overdue payments relating to commercial credit owed by the Advertiser.

(23) Advertisers agree not to post any information in any Job or Project listing that is misleading, dishonest or known to be incorrect.

(24) Job Seekers posting resumes must ensure that their Resume posted to the correct categories, the correct locations, and that all other information is correct and accurate.

(24) Advertisers posting Jobs must ensure that advertisements are posted to the appropriate categories and location, and that all other information is correct and accurate.

(25) www.resumehq.com.au reserves the right to edit, re-categorise, change or update a Job Posting, Resume, or Advertiser Profile at any time. This is generally only done to correct mistakes or omissions made by the User or Advertiser.

(26) Refunds on credit card payments will be made at the discretion of management.