

peopleportal *terms and conditions*

Definitions.

“Advertisement” means any job that is advertised on our business partners websites via the PeoplePortal Site; is a standard advertisement. It does not entitle the Client to additional advertising features offered by our business partners.

“Applicants” means any person applying or responding to the advertised vacancy via PeoplePortal’s business partners

“Business Partner” refers to PeoplePortal’s business partners listed on the Site.

“Client” shall refer to a registered member, or corporate body utilising the services of PeoplePortal as per the following Terms and Conditions

“Membership” means the current membership schemes offered by PeoplePortal on the Site

“PeoplePortal” refers to PeoplePortal Pty Ltd. peopleportal.com.au is a trading name of Peopleportal Pty Ltd whose business address is 17-19 Mt Gravatt-Capalaba Rd, Upper Mt Gravatt, Queensland, 4122

“Registration” means registration on the PeoplePortal Site and does not entitle the Client access, registration or benefits to our business partners websites.

“Service” means all recruitment and online products and services made available by us from time to time

“Site” refers to the PeoplePortal website: www.peopleportal.com.au

“User” means any entity browsing or clicking through the PeoplePortal Site.

1.0 The Contract

1.1. These terms, form part of an agreement between you, the Client, and ourselves, PeoplePortal Pty Ltd and set out the conditions under which you may access the Services available on this Site (the “Terms”). By accessing or using the Services on the Site you have indicated to us that you both understand and agree to be bound by these current Terms.

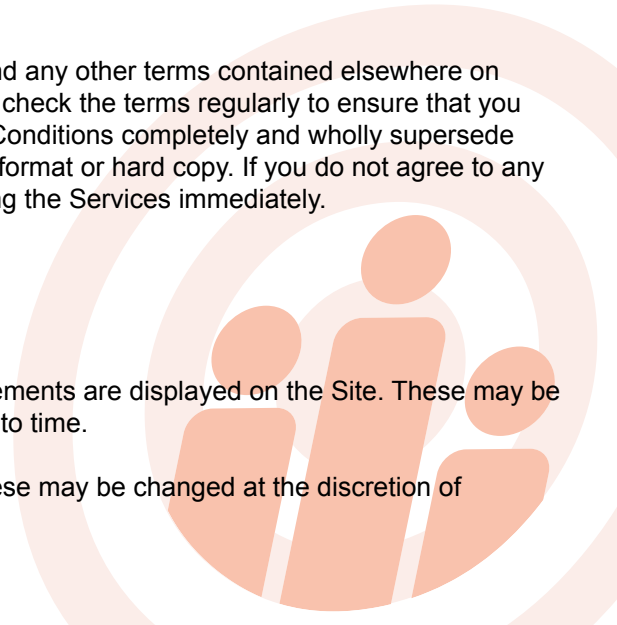
1.2. If PeoplePortal accepts such instructions then these terms shall form the basis of the contract between PeoplePortal and the Client in respect of those instructions and any subsequent instructions accepted by PeoplePortal.

1.3. We reserve the right to change the terms and any other terms contained elsewhere on the Site at any time. It shall be your responsibility to check the terms regularly to ensure that you agree to any such amendments. These Terms and Conditions completely and wholly supersede any previously issued version whether in web-page format or hard copy. If you do not agree to any changes which we have made, you should stop using the Services immediately.

2.0 Membership and Service fees

2.1. PeoplePortal Memberships costs and entitlements are displayed on the Site. These may be changed at the discretion of PeoplePortal from time to time.

2.2. Service costs are displayed on the Site. These may be changed at the discretion of PeoplePortal from time to time.



2.3. All fees displayed are GST inclusive.

2.4. The agreed fees for any Memberships and Services by the Client shall be paid in advance to PeoplePortal prior to the commencement of Membership or Service.

2.5. No refunds on Memberships or Services are given.

3.0 The Services

3.1. PeoplePortal undertakes to the Client to carry out the agreed services in conjunction with our business partners in a professional and responsible manner.

3.2. PeoplePortal does not make any representation whatsoever about any Job advertisement transferred via the PeoplePortal Site to our business partners' websites.

3.3. PeoplePortal does not guarantee any Applicant response to the Client's advertisement or that responses will be from individuals suitable for the job advertised. It is the Client's responsibility to carry out such checks and procedures as are necessary to ensure that candidates are suitable for the job advertised and have the required qualifications and personal characteristics.

3.4. PeoplePortal does not make any preferential representation whatsoever about any business partner listed on the Site. Users and Clients of PeoplePortal must satisfy themselves as to the suitability of any business partner found directly or indirectly through this Site.

3.5. As a condition of using any services supplied by PeoplePortal, Clients must comply with the Human Rights and Equal Opportunity Commission Act 1986 and all anti-discrimination and equal opportunity legislation applicable in the State or Territory in which they conduct business.

3.6. Users and Clients agree at all times to deal with any information or products provided by PeoplePortal or accessed from the Site in a manner which abides by all applicable laws of Australia, or of any other relevant jurisdiction (including, without limitation, privacy and copyright laws).

3.7. PeoplePortal provides no warranties to Clients that services available through the Site will be uninterrupted or error free. PeoplePortal 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.

3.8. PeoplePortal accepts no responsibility for the failure of a business partner website preventing the transfer of a service from the PeoplePortal Site.

3.9. PeoplePortal will not be liable for any delay or failure to perform its obligations under this agreement if such a delay or failure is due to circumstances beyond its reasonable control.

3.10. PeoplePortal will use its reasonable endeavours to transfer all job advertisements and listings submitted by Clients in the format provided by PeoplePortal, to the designated business partner/s. PeoplePortal accepts no responsibility or liability for any errors in job advertisements and requires that Clients check their listings for errors as soon as they are submitted to the business partner's website/s. All reasonable efforts will be undertaken by PeoplePortal to edit errors brought to PeoplePortal's attention as soon as reasonably possible.

3.11. Commencement of services is deemed once Registration is completed and payment is received via PeoplePortal payment methods.

4.0 Job Advertisements and Transfers

4.1. We reserve the absolute right to:

- a. review all job advertisements submitted to PeoplePortal for transfer to our business partner/s;
- b. refuse, omit, withdraw, and suspend transfer of any job advertisement to a business partner or part of it without notice to you that may be in breach of any clause of this agreement or of any law or regulation. PeoplePortal also reserves the right to terminate this agreement if the Client submits any advertisement that may be in breach of any law or regulation. Further, PeoplePortal reserves the right to, in its absolute discretion, reject or remove any advertisement that has been submitted to and transferred from the PeoplePortal Site for any reason.

4.2. Each job advertisement transferred by PeoplePortal to a business partner website will remain on the business partner website for the defined period of that website. Refer to the specific business partner website for the terms and conditions.

4.3. A Client may request an edit to the job advertisement. However, the edits may only be carried out by PeoplePortal and all such edit requests are to be submitted in writing by the authorising contact by the Client.

4.4. A Client may request the deletion of a job advertisement that has been transferred from the Site so that it may no longer be viewed by Applicants on a business partner website, before it has completed its term but you will not be entitled to a refund for the time it is not displayed on the business partner website. The request for deletion must be made in writing by the authorised contact of the Client.

5.0 Liability

5.1 Except for death or personal injury arising from our negligence, PeoplePortal shall not be liable, under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential), including without prejudice to the foregoing generality, any lost business opportunities, loss of profit or goodwill, which may be suffered or incurred by the Client arising from or in any way connected with PeoplePortal seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of PeoplePortal to introduce any Applicant. We will not be liable for any loss or claim whatsoever occasioned by the non-inclusion of any advertised vacancy or by any errors, misprints or omissions in such advertisement, or your inability to use the Site.

a. We do not verify or guarantee any Applicant's details whether forwarded directly to you via the Site or otherwise. PeoplePortal's responsibility to the Client is wholly limited to the transfer of the job advertisement through to the agreed business partners

b. The Site is provisioned without any warranties or guarantees. You must bear the risks associated with the use of the internet. We do not make any warranty that this Site (or any connected website) is free from computer viruses, "cookies" or any other malicious or impairing computer programs and/or that the Site will operate uninterrupted and error free.

5.2 Clients must ensure that all advertisements submitted to the Site for subsequent transfer to our business partners websites comply with all applicable legislation, regulations, by-laws, ordinances and codes of conduct, including but not limited to the:

- a. Trade Practices Act 1974, including but not limited to s.53B which requires that Clients that are companies not mislead persons seeking employment as to the availability, nature, terms or conditions or, any other matter relating to the employment opportunity being offered;
- b. Fair Trading Acts in all applicable States and Territories;
- c. Privacy Act 1988 including the National Privacy Principles; and
- d. Estate Agents Acts in all applicable States and Territories.
- e. The RCSA's code of Practice

6.0 Intellectual Property

The content of the Site is protected by copyright, trademark, database and other intellectual property rights. You may retrieve and display the content of the Site on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Site without our prior written permission. No licence is granted to you to use any of PeoplePortal Pty Ltd or its affiliated companies' trademarks including, without limitation, the trademarks PeoplePortal, PeoplePortal.com.au or PeoplePortal.net Ltd.

7.0 Indemnity

Clients indemnify and will keep indemnified PeoplePortal, its officers, employees and agents against all claims, actions, suits, liabilities, actual or contingent costs, damages and expenses incurred by PeoplePortal in connection with:

- a. the job advertisement or proposed job advertisement by a Client on the Site or any related business partner website; or
- b. an actual or alleged breach by a Client of any law, legislation, regulations, by-laws, ordinances or codes of conduct which occurs a consequence of the Client's advertisement appearing on any related business partner website
- c. any breach of this agreement by the Client;
- d. any negligent act or omission by the Client.

8.0 Disclaimer

Except as otherwise provided by statute, we disclaim all warranties, express or implied by law or statute, in relation to, but not limited to, the Site.

9.0 Cancellation

Any order for services may be cancelled by either party, provided that such party gives notice in writing to the other no less than 30 days before the intended date of cancellation.

10.0 Law

The laws governing this agreement will be the laws in Queensland, Australia and you irrevocably submit to the exclusive jurisdiction of its Courts and its Appellate Courts and the jurisdiction of the Federal Court of Australia sitting in Queensland.

11.0 Miscellaneous

- a. The Client may not assign, sub-licence or otherwise transfer any of the Clients rights under these Terms.
- b. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms which remain in full force and effect.
- c. If the Client breaches these Terms and we ignore it, PeoplePortal will still be entitled to exercise our rights and remedies at a later date or in any other situation where the Client breached the Terms.