

TERMS & CONDITIONS OF WEBSITE USE

Thank you for your interest in using the Jobpedal website. The below information should provide you with further terms of its usage.

Please read these terms of use carefully before you start to use this site. By using this site, you indicate that you accept the below terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our website.

Disclaimer

Reliance on Information Posted

The materials contained on our site are provided for general information purposes only and do not claim to be or constitute legal or other professional advice and shall not be relied upon as such.

Information supplied to Jobpedal and appearing on our website is provided in good faith. Users of this site should also accept that any such information provided by Jobpedal is general information and is not in the nature of advice. We derive such information from sources which we believe to be accurate and up-to-date as at the date of publication. We nevertheless reserve the right to update this information at any time.

Jobpedal is a distributor, not a publisher, of content on our website. We reserve the right to review any web content and modify or adjust it as we see fit. Any opinions or suggestions by third parties remain their personal responsibility. Jobpedal does not guarantee the accuracy of third party content which it publishes.

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PRIVACY STATEMENT

Your privacy is important to Jobpedal. This privacy statement provides information about the personal information that Jobpedal collects, and the ways in which Jobpedal uses that personal information. Jobpedal will only process personal data in compliance with our obligations. We understand the importance of maintaining the confidentiality of your personal data and other information you may supply Jobpedal with while using our website.

Personal information collection

Jobpedal may collect and use the following kinds of personal information:

- information about your use of this website
- information that you provide using for the purpose of registering with the website
- information about transactions carried out over this website
- information that you provide for the purpose of subscribing to the website services
- any other information that you send to Jobpedal

Using personal information

Jobpedal may use your personal information to:

- administer this website
- personalise the website for you
- enable your access to and use of the website services
- publish information about you on the website
- send you invoices if we supply you a paid service
- send you marketing communications.

In addition to the disclosures reasonably necessary for the purposes identified elsewhere above, Jobpedal may disclose your personal information to the extent that it is required to do so by law, in connection with any legal proceedings or prospective legal proceedings, and in order to establish, exercise or defend its legal rights.

By agreeing to use this website and its services, you agree to this condition.

Securing your data

Jobpedal will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

Jobpedal will store all the personal information you provide on its secure servers.

Information relating to electronic transactions entered into via this website will be protected by encryption technology.

Cross-border data transfers

Information that Jobpedal collects may be stored and processed in and transferred between any of the countries in which Jobpedal operates to enable the use of the information in accordance with this privacy policy. In addition, personal information that you submit for publication on the website will be published on the internet and may be available around the world.

You agree to such cross-border transfers of personal information as a condition of using this website and its services.

Updating this statement

Jobpedal may update this privacy policy by posting a new version on this website.

You should check this page occasionally to ensure you are familiar with any changes. Keeping updated with the terms of this website is your sole responsibility.

Other websites

This website contains links to other websites.

Jobpedal is not responsible for the privacy policies or practices of any third party.

Contact

If you have any questions about this privacy policy or Jobpedal treatment of your personal information, we will be happy to answer your questions where we can.

Please post or email:

- by email to info@jobpedal.com.au
- by post to Jobpedal – PO Box 831 Broadway 2007

No warranties

This website is provided “as is” without any representations or warranties, express or implied.

Jobpedal does not warrant that:

- a. this website will be constantly available, or available at all; or
- b. the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

Limitations of liability

Jobpedal will not be liable to you (whether under the law of contract or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- a. to the extent that the website is provided free-of-charge to the general public, for any direct loss;
- b. for any indirect, special or consequential loss; or
- c. for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.
- d. result of damage arising from mistakes, errors or inaccuracies from web content
- e. personal harm or property damage resulting from access to the website or use of our services
- f. unauthorised access to the use of secured servers or the security storage of private information
- g. disruption or termination of transmission
- h. viruses, bugs, bots or Trojans that may be introduced by a third party.

These limitations of liability apply even if Jobpedal has been expressly advised of the potential loss. We urge you to make yourself familiar with these terms.

Exceptions

To reassure you, nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Jobpedal liability in respect of any fraud or fraudulent misrepresentation on the part of Jobpedal.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website. Please contact Jobpedal if you require clarification on any of these points.

Other parties

You accept that, as a limited liability entity, Jobpedal has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Jobpedal officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Jobpedal officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Jobpedal.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Information about us

www.jobpedal.com.au is a site operated by Employers Connect Pty Ltd; we are registered in Australia ACN: 149 455 952. Our registered office is 177 The Bouldevarde, Strathfield 2135 Australia.

Accessing our site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

In addition, Jobpedal will not and cannot censor or edit the content of any third-party promotional material, CV profile or ads. By utilising our service you expressly relieve Jobpedal from any and all liability arising from your use of any third-party activity.

Accordingly, we encourage you to be aware of and report to Jobpedal any derogatory comments, offensive or obscene material, nudity, racist or discriminatory comments, illegal activity from companies or individuals using our website.

These Terms and Conditions apply to all users who are also contributors of content, including the text, software, scripts, graphics, photos, sounds, music, videos, audio-visual and other materials you may view or access on Jobpedal website.

Membership

To access or upload any content on Jobpedal website, you must become a member.

We process information about you in accordance with our Privacy Policy

By using our site, you consent to such processing and you warrant that all data provided by you is accurate. You must notify Jobpedal immediately of any breach of security or unauthorised use of your account. As a member you may upload photos, videos and submit comments on the understanding that Jobpedal does not guarantee confidentiality of the content you submit. In order to become a member you are expected to provide accurate details in the manner described on the Jobpedal website.

Once you complete the registration form you will be granted a username and password.

Jobpedal reserves the right to shelve or terminate your membership if at any time you breach our Terms and Conditions as listed here.

Due to the fact your membership details are not transferable please do not show or give any other person your username and password. Remember you are responsible for your membership details, so please ensure their security.

Jobseekers

You as a Jobseeker are responsible for the authenticity of any information you supply to Jobpedal. Jobpedal will corroborate the validity of the content provided by you and make their own assessment as to your suitability for that position.

To be eligible for a membership account you must be over 16 years of age. By becoming a member, you must have the legal competence to agree to Jobpedal Terms and Conditions as well as knowing your obligations when entering into an agreement with an Employer. Please contact us if you are unsure about this.

You agree the employer will have access to your personal details once they have registered as a member of Jobpedal, knowing that the employer is also subject to our Privacy Policy.

We collect and process your personal data as necessary to aid the recruitment process.

By submitting content to Jobpedal you hereby grant Jobpedal permission to disclose your personal information to employers seeking the right candidate. The employer in question will be obligated to use that personal information in accordance with the terms of Jobpedal privacy statement.

By using this website and by registering your details with us, you consent to Jobpedal collecting and processing sensitive personal data supplied by you and disclosing this information to prospective employers in connection with our recruitment process.

We recommend you proof read before and after submitting your resume.

Please select the correct category or categories in which your personal details will be visible online; if you choose the wrong category we reserve the right to move it to the correct one.

Jobseekers are not allowed to link to any external website excluding their individual website e.g. LinkedIn or Unlisted YouTube within their profile. Any other website may not contain pornographic or sexually explicit material or be in breach of any third party's intellectual property rights. Other banned links will not have any material which is slanderous or defamatory, deceptive or promotes or incites unlawful activities, the distribution of unwelcome email or computer hacking.

Jobpedal does not guarantee that your current employer will not have access to your personal details. Jobpedal accept no legal responsibility for any predicament that is likely to arise from any employers having access to your profile. Please bear this in mind before deciding to use the service.

Before you as a jobseeker enrol into a college, university or at a Registered Training Organisation (RTO) you are strongly advised by Jobpedal's management to read the RTO's Terms and Conditions.

Also, please read the cancellation and refund policies.

Jobpedal does not accept legal responsibility for the lack of quality training (if any is encountered) as offered by colleges, universities and RTOs. JobPedal recommends you contact ASQA or any State authority if you have a complaint about an RTO.

Employers

You as an employer will now have access to our jobseekers' details.

Jobpedal has launched this website as a beta release. You are invited to use this service. Please note, this is a free trial only and Jobpedal reserves the right to charge a fee for the use of this website. It will in this case offer a minimum of 90 day notice.

As an Employer you must guarantee that you will make contact with jobseekers only if a current job role exists. You will agree to Jobpedal's conditions that you will not use the private information gained through your membership for any other purpose other than to hire or employ a jobseeker.

You agree by utilising your membership not to franchise, ask for payment for training, or offer a business opportunity or any other scheme, other than employment.

It shall be your responsibility to comply with all legal and regulatory requirements in relation to the interviewing, hiring and employment of personnel whose details you access through this website, including, without limitation all human rights, equal opportunity and anti-discrimination legislation in force in the jurisdiction in which you operate.

Jobpedal does not accept legal responsibility for the lack of quality, safety standards or qualifications for any of the jobseekers listed on our website which you as an Employer may consider to hire.

Responsibility for the content of jobseeker profiles appearing on Jobpedal's website rests solely with the jobseeker and we remain impartial by not endorsing any particular candidates nor do we recommend any of those placements.

If Jobpedal provides a service where a fee may apply you must pay the relevant amount by credit card, direct debit, money order or cheque.

Colleges, universities and Registered Training Organisations

As a member you will now have access to create a profile for your organisation.

You must guarantee that your organisation will follow the minimum training standards required by your governing body - both State and Federal - in the jurisdiction of Australia. It shall be your responsibility to comply with all legal and regulatory requirements in relation to the training of your employees.

You agree by utilising your membership not to franchise, offer a business opportunity or any other schemes.

Refund policy

There will be no refunds offered at any time unless the need is identified by Jobpedal. If any error occurs, it will be rectified immediately.

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We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

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Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

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- loss of business;

- loss of profits or contracts;

- loss of anticipated savings;

- loss of data;

- loss of goodwill;

wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by a wrongful act (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

Viruses, hacking and other offences

You must not misuse our site by knowingly introducing viruses, trojans, worms, bots, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you may be committing a criminal offence.

We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

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info@jobpedal.com.au

Thank you for visiting our site.