



## TERMS and CONDITIONS of jobpedal WEBSITE and APP USE

Thank you for your interest in using the **jobpedal** website and app. The below information should provide you with further terms of their usage. Please read these Terms and Conditions carefully before you start to use the website or app. By using either the jobpedal website or the jobpedal app, you indicate that you accept the following Terms and Conditions, and that you agree to abide by them. If you do not agree to these Terms and Conditions, please refrain from using the jobpedal website or jobpedal app.

### Official terms in use in this document:

- Terms and Conditions
- Registered User (“Users”)
- Membership Account (“Members”)
  - Personal Information
  - Profile
- Privacy Statement
  - Privacy Policy
  - Privacy Settings
- Jobseeker
- Employer
- Nominated Representative (“Administrator”)
- Organisation
- Contact Details

### Updating this Privacy Statement

jobpedal may update this Privacy Statement by posting a new version on the jobpedal website or app. Users should check these platforms occasionally to ensure they are familiar with any changes. Keeping updated with the Terms and Conditions is the responsibility of the User. The jobpedal [Privacy Statement](#) appears in full within these Terms and Conditions of website and app use.

### Trademarks

jobpedal™ is an Australian registered trademark of GLOBALCONNECT INT'L PTY LTD.

### Registration

Becoming a Registered User and jobpedal Member allows use of the tools, services and resources that may assist in finding a job. To become a Registered User of the app and Member of jobpedal, users need to submit some Personal Information such their name and email address. Members may access their Personal Information at any time by clicking 'Settings' on the app. jobpedal may also use this Personal Information to customise the service jobpedal provides to Members. For example, jobpedal may use this information to create a jobpedal Profile that Members may choose to use in the future. However, jobpedal will never activate this Profile (or any other service) without a Member's express consent.



## Membership

To access or upload any content on the jobpedal website or app, a User must become a Member. jobpedal processes information about Members in accordance with its Privacy Statement. By using the jobpedal website and app, Users consent to such processing and warrant that all data provided by them is accurate. Members must notify jobpedal immediately of any breach of security or unauthorised use of an account. A Member may upload photos, videos and submit comments on the understanding that jobpedal does not guarantee confidentiality of the content a Member submits. More detailed information can be found under the [Privacy Statement](#) and [Securing Members' data](#) sections of this document.

In order to become a Member, a User is expected to provide accurate details as required on the jobpedal website and jobpedal app. Once a User completes the *Registration* form they will be granted a username and password and become a Registered User and Member. jobpedal reserves the right to shelve or terminate any Membership if at any time a Member breaches these Terms and Conditions as listed here.

Membership details are not transferable. For this reason, a Member should not show or give any other person their unique username and password. Members are responsible for their Membership details, so please ensure their security.

## Personal Information collection

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

- information about a Member's use of this website and app;
- information that a Member provides for the purpose of registering with the website and app;
- information about transactions carried out over this website and app;
- information that a Member provides for the purpose of subscribing to the website services and app; and
- other information that a Member sends to jobpedal.

## Using Personal Information

jobpedal may use a Member's Personal Information to:

- administer its website and app;
- personalise its website and app for a Member or Organisation;
- enable access to, and use of, the website services and app;
- publish information about a Member or Organisation on the website and app;
- send a Member an invoice if jobpedal has supplied a paid service; and
- send a Member marketing communications.

In addition to the disclosures reasonably necessary for the purposes identified elsewhere in this document, jobpedal may disclose a Member's 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, Users and Members agree to this condition.



Please see the [Privacy Statement](#) within these Terms and Conditions for more details on how jobpedal uses and secures Users' data.

### [Accessing the jobpedal app and website](#)

Access to the jobpedal website and app is permitted on a temporary basis, and jobpedal reserves the right to withdraw or amend the service it provides on its website and app without notice (see more details below). jobpedal will not be liable if for any reason its digital platforms are unavailable at any time or for any period.

In addition, jobpedal will not and cannot censor or edit the content of any third-party's promotional material, resume profile or ads. By utilising the jobpedal service, Members expressly relieve jobpedal from any and all liability arising from Members' use of any third-party activity.

Accordingly, jobpedal encourages Members 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 the jobpedal website or app.

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 Users may view or access on the jobpedal website or app.

### [Jobseekers](#)

The Jobseeker is responsible for the authenticity of any information they supply to jobpedal. jobpedal will corroborate the validity of the content provided by Jobseekers and make its own assessment as to the Jobseeker's suitability for that position. A Jobseeker enters the digital platforms at their own risk.

To be eligible for Membership, a User must be over 16 years of age. By becoming a Member, a User must have the legal competence to agree to jobpedal's Terms and Conditions as well as knowing their obligations when entering into an agreement with an Employer. Please contact jobpedal if you are unsure about this, using the Contact Details at the end of this document.

The Jobseeker agrees that the Employer will have access to their Personal Information once they have Registered as a Member of jobpedal, knowing that the Employer is also subject to jobpedal's Privacy Statement.

jobpedal collects and processes the Jobseeker's Personal Information as necessary to aid the recruitment process.

By submitting content to jobpedal the Jobseeker grants jobpedal permission to disclose their Personal Information to Employers seeking the right Jobseeker. The Employer in question will be obligated to use that Personal Information in accordance with the Terms and Conditions of the jobpedal Privacy Statement.

By using this website and app and by registering details with jobpedal, a Member consents to jobpedal collecting and processing sensitive personal data supplied and disclosing this information to prospective Employers in connection with the recruitment process.

jobpedal recommends that Members proofread before submitting their digital CV (resume).



It is essential to select the correct category or categories in which your Personal Information and Profile will be visible online. If a Member chooses the wrong category, jobpedal reserves the right to move the Profile to the correct one.

Jobseekers are not permitted to link to any external website excluding their individual website (e.g. LinkedIn or YouTube with privacy settings) within their Profile. Any linked website must not contain pornographic or sexually explicit material or be in breach of any third-party's intellectual property rights. Links must not contain any material which is slanderous or defamatory, deceptive, or promoting / inciting unlawful activities, distributing unwelcome email, or computer hacking.

jobpedal does not guarantee that a User's current place of employment will not have access to Personal Information. jobpedal accepts no legal responsibility for any predicament that is likely to arise from any Employers having access to a User's profile. Please bear this in mind before deciding to use the service.

### Advice for Jobseekers

It is advised that before Jobseekers enrol into a college, university or at a Registered Training Organisation (RTO), they should read that RTO's Terms and Conditions. These should be clearly displayed on that RTO's website, or available on request.

It is advised that Jobseekers conduct an internet search on any RTO they are attending or plan to attend to identify if that RTO has received any negative reviews, media or other reports, or has pending Government Investigations.

It is advised that Jobseekers read the Cancellation and Refund Policies of a prospective RTO. 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 that Jobseekers contact the Australian Skills Quality Authority (or any State authority) if a User has a complaint about an RTO.

### No guarantees of job vacancy

Jobpedal gives no guarantee to the Jobseeker of the continued availability of any particular job advertised on the website or app and will not be liable to a User should an Employer have filled the vacancy at any time prior to removal of the advertisement from the website. Whilst jobpedal takes efforts to ensure that jobs advertised are for actual / current job vacancies, it gives no guarantee that every job advertisement represents an actual job vacancy.

### Storing resumes

Registered Users may use digital CVs when applying for a job and to supplement their jobpedal Profile. Deleting a resume from the 'Profile' area will mean it is no longer accessible to the Registered User.

### Profile

A jobpedal Profile can include a digital CV, employment and educational history, contact details, minimum salary expectations, and preferred job classifications and locations they prefer to work. The Jobseeker may populate this information on their jobpedal Profile, or the information may be automatically populated using answers to questions the Jobseeker has provided as part of a job application. The Jobseeker can edit their jobpedal Profile at any time.



Employers are able to search jobpedal's Profile database to find and contact relevant Jobseekers. Upon registration, all Registered Users (Members) will be asked to create a personal jobpedal profile by providing some key information and selecting one of the Privacy Settings outlined below. Members without jobpedal Profiles will also be required to create a jobpedal Profile when they first apply for a job on the website or app.

### Online applications

Making an online application to a job advertisement on jobpedal is a free and optional service that requires Jobseekers to complete mandatory fields (for example first name, last name, telephone number and email) so that the Employer can identify and contact the applicant. When first applying for a job, Jobseekers who do not have a jobpedal Profile will also be required to create a jobpedal Profile based on the Personal Information contained in their application. The Jobseeker may subsequently edit their jobpedal Profile. Registered Users will also have the option of easily attaching a resume.

By applying to a position advertised on jobpedal the Jobseeker is requesting that jobpedal pass the information provided to the relevant Employer and / or their Nominated Representative. Any questions the Jobseeker has relating to a position advertised on jobpedal, their online application and/or the status of their application should be directed directly to the Employer or their Nominated Representative, not jobpedal. jobpedal will also retain this information in order to customise the service it provides to Jobseekers. jobpedal reserves the right to disable or delete a saved resume or cover letter at its discretion.

Jobseekers have the right to directly contact Employers to request access to any Personal Information that they have sent as part of an application or that has been provided to them as part of a jobpedal Profile.

In order to apply for some job opportunities, some or all of a Jobseeker's jobpedal Profile will be required to be shared with an Employer.

When this is required, the Jobseeker's jobpedal Profile (which can include information submitted by them in connection with their employment, educational history, contact details, minimum salary expectations and preferred job classifications and locations) will be shared with the Employer.

### Employers

Employers are asked by jobpedal to comply with all relevant obligations relating to the use and disclosure of Personal Information. The use of Employer information (personal or otherwise) is not within the control of jobpedal and jobpedal cannot accept responsibility for conduct of Jobseekers.

Employers have access to Jobseekers' Personal Information. An Employer enters and uses the jobpedal website at their own risk.

jobpedal collects the company name, and business address of Employers. It also collects the name, email address and phone number of a Nominated Representative (referred to on the website as the 'Administrator'). jobpedal uses these details to manage the account, including sending Employers applications of Jobseekers, contacting Employers if there is an issue with their job ad.



**jobpedal has launched this website and app as a beta release.**

Employers 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 and / or app. It will in this case, offer a minimum of 90 days of notice.

Employers must guarantee to make contact with Jobseekers only if a current vacant position exists. Employers will agree to jobpedal's conditions that they will not use the Private Information gained through Membership for any other purpose other than to hire or employ a Jobseeker.

Employers agree by utilising their Membership not to franchise, ask for payment for training, or offer a business opportunity or any other scheme, other than employment.

It shall be the Employer's responsibility to comply with all legal and regulatory requirements in relation to the interviewing, hiring and employment of Jobseekers whose details they access through the jobpedal website or app, including, without limitation, all human rights, equal opportunity and anti-discrimination legislation in force in the jurisdiction in which the Employer operates.

jobpedal does not accept legal responsibility for the lack of quality, safety standards or qualifications for any of the Jobseekers listed on the jobpedal website or app which the Employer may consider hiring.

Responsibility for the content of Jobseeker Profiles appearing on jobpedal's website or app rests solely with the Jobseeker and jobpedal remains impartial by not endorsing any particular Jobseekers nor does jobpedal recommend any of those placements.

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

### [Colleges, universities and Registered Training Organisations \(RTOs\)](#)

Colleges, universities and RTOs can become Members of jobpedal and will have access to create a Profile for their Organisation. Members must guarantee that the Organisation will follow the minimum training standards required by the Organisation's governing body - both State and Federal - in the jurisdiction of Australia. It shall be the Organisation's responsibility to comply with all legal and regulatory requirements in relation to the training of Employees.

An Organisation agrees that by utilising its Membership it will not franchise, offer a business opportunity, or any other schemes to Jobseekers without express written permission from jobpedal.

### [Privacy Statement](#)

Privacy is important to jobpedal. This Privacy Statement outlines jobpedal's Privacy Policy and gives 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 its obligations as outlined in these Terms and Conditions. jobpedal understands the importance of maintaining the confidentiality of Personal Data and other information Members may supply to jobpedal with while using its website and app.

### [Password](#)



A Member's jobpedal Profile is protected by a password for privacy and personal security. jobpedal takes all practical steps to protect the Personal Information on the website and app. jobpedal does not guarantee the absolute security of Members' details, or that its systems will be completely free from third-party interception or are incorruptible from viruses. jobpedal cannot and does not guarantee that information Members send from a desktop or device over the internet will be protected by any form of encryption (encoding software). In light of this, jobpedal cannot and does not ensure or warrant the security or privacy of Personal Information, including payment and account details.

Members transmit personal information to jobpedal at their own risk.

Members are entirely responsible for maintaining the security of passwords and / or account information.

### Securing Members' data

jobpedal will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of Members' Personal Information.

jobpedal will store all the Personal Information Members provide on its secure servers. Information relating to electronic transactions entered into via its 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 Statement. In addition, Personal Information that Members submit for publication on the jobpedal website or app will be published on the internet and may be available around the world. Members agree to such cross-border transfers of Personal Information as a condition of using the jobpedal website and app and its services.

### Other websites

The jobpedal website and app contains links to other websites. jobpedal is not responsible for the privacy policies or practices of any third party.

### No warranties

The jobpedal website and app is provided "as is" without any representations or warranties, express or implied jobpedal does not warrant that:

- a. the website or app will be constantly available, or available at all; or
- b. the information on the website or app is complete, true, accurate or non-misleading. Nothing on the website or app constitutes, or is meant to constitute, advice of any kind. If a Member requires advice in relation to any legal, financial or medical matter, they should consult an appropriate registered professional.

### Disclaimer

### Reliance on information posted



The materials contained on the jobpedal website and app 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 the jobpedal website and app is provided in good faith. Users of the website and app should also accept that any such information provided by jobpedal is general information and is not in the nature of advice. Jobpedal derives such information from sources which it believes to be accurate and up-to-date as at the date of publication.

Jobpedal nevertheless reserves the right to update this information at any time. jobpedal is a distributor, not a publisher, of content on its website. Jobpedal reserves the right to review any web content and modify or adjust the content as it sees 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.

Jobpedal does not accept any responsibility for any loss which may arise from accessing its website or app. Jobpedal does not accept responsibility for reliance on the information on its website or app. To the fullest extent permitted by Australian law, jobpedal excludes all liability for loss or damages direct or indirect arising from use of the website or app. In no circumstance will jobpedal be liable to Members or Organisations for any indirect or substantial losses or damage; including loss of profits, revenue, production, goodwill, data or opportunity or any physical injury of any nature arising through or as a consequence of use of the jobpedal website or app.

### Limitations of liability

jobpedal will not be liable to Registered Users, Members or Organisations (whether under the law of contract or otherwise) in relation to the contents of, or use of, or otherwise in connection with, the jobpedal website or app:

- a. to the extent that the website and app 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 jobpedal website or app, or use of jobpedal 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.

Jobpedal urges Members to become familiar with these terms.

### Exceptions



To reassure Registered Users and Members, 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's liability in respect of any fraud or fraudulent misrepresentation on the part of jobpedal.

### Reasonableness

By using the jobpedal website and / or app Users agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If a User does not think they are reasonable, the User must not use this website. Please contact jobpedal if clarification is required on any of these points. Use the [Contact Details](#) at the end of this document.

### Other parties

Users accept that, as a limited liability entity, jobpedal has an interest in limiting the personal liability of its officers and employees. Users agree that they will not bring any claim personally against jobpedal officers or employees in respect of any losses Users suffer in connection with the website or app. Without prejudice to the foregoing paragraph, Users 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 [jobpedal.com.au](http://jobpedal.com.au) is a site operated by GLOBALCONNECT INT'L PTY LTD; a registered organisation in Australia

ACN: 629 476 099.

Registered office: 177 The Boulevard, Strathfield, NSW 2135, Australia.

### 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.

### Intellectual property rights

GLOBALCONNECT INT'L PTY LTD is the sole owner and the licensee of all intellectual property rights on the jobpedal website and app, and for all the material published on both platforms. All content (including Profiles, pages, posts, web and app content) are protected by copyright laws and treaties internationally. All such rights are reserved.

Users may print off one copy, and may download extracts, of any page(s) from the jobpedal website or app for personal reference, and Members may draw the attention of others within an Organisation to material posted on the website and app.

Users must not modify the paper or digital copies of any materials they have printed off or downloaded in any way. Users must not sell or reproduce information for any commercial purpose. Users must not sell or reproduce illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.



Users shall not copy, reproduce, make available online or electronically transmit, publish, adapt, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any content for any other purposes without the prior written consent of jobpedal. jobpedal's status (and that of any identified contributors as the authors of material on the website or app) must always be acknowledged.

Users must not use any part of the materials on the jobpedal website or app for commercial purposes without obtaining jobpedal's express written permission to do so.

If Users print off, copy or download any part of the jobpedal website or app in breach of these Terms and Conditions, their right to use the jobpedal website or app will cease immediately and they must, at jobpedal's option, return or destroy any copies of the materials they have made.

### [The jobpedal app](#)

The jobpedal app has access to the following:

#### Device and app history

- Read sensitive log data
- Retrieve running apps

#### Identity

- Find accounts on the device

#### Contacts

- Find accounts on the device
- Read your contacts

#### Location

- Approximate location (network-based)
- Precise location (GPS and network-based)

#### SMS

- Read your text messages (SMS or MMS)
- Receive text messages (SMS)
- Send SMS messages

#### Phone

- Read phone status and identity

#### Photos / Media / Files

- Modify or delete the contents of your USB storage
- Read the contents of your USB storage

#### Storage

- Modify or delete the contents of your USB storage



- Read the contents of your USB storage

#### Device ID & call information

- Read phone status and identity

#### Other

- Receive data from internet / Wi-Fi
- Control vibration
- Run at start-up
- Read Google service configuration
- Prevent device from sleeping
- View network connections
- Full network access
- Send sticky broadcast

#### Viruses, hacking and other offences

Users must not misuse the jobpedal website or app by knowingly introducing viruses, cryptolocker, Trojans, worms, bots, logic bombs or other material which is malicious or technologically harmful. Users must not attempt to gain unauthorised access to the jobpedal website or app, the server on which the platforms are stored, or any server, computer or database connected to the jobpedal website or app. Users must not attack the jobpedal website or app via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, Users may be committing a criminal offence.

jobpedal will report any such breach to the relevant law enforcement authorities and will cooperate with those authorities by disclosing a User's identity to them. In the event of such a breach, a User's right to use the jobpedal website or app will cease immediately. jobpedal 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 a User's computer equipment, computer programs, data or other proprietary material due to a User's use of our site or from downloading of any material posted on it, or on any website linked to it.

#### Copyright

Under the Australian Government's *Copyright Act 1968* no person may infringe on jobpedal's, or a third party's, IP (intellectual property). This does not rule out video, personal details or photographs without given written permission.

#### Contact Details

If Users have questions about these Terms and Conditions, the Privacy Policy or Privacy Statement, or jobpedal treatment of Personal Information please contact jobpedal.

- by email to [info@jobpedal.com.au](mailto:info@jobpedal.com.au)
- by post to jobpedal – PO Box 831 Broadway 2007