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**FACECRUIT WEBSITE TERMS OF USE**

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## Table of Contents

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1.	Definitions.....	1
2.	Acknowledgment and Acceptance of Terms of Use.....	2
3.	Use of Cookies .....	2
4.	FaceCruit’s Fees.....	3
5.	Access .....	3
6.	Description of FaceCruit’s Services .....	4
7.	Interactive Services.....	4
8.	Purchases and acknowledgement at the time of a Purchase Transaction .....	5
9.	Your Obligations.....	5
10.	Prohibited Use .....	6
11.	Intellectual Property Rights.....	7
12.	License.....	7
13.	Uploading Material to the Website .....	8
14.	Reliance on Information.....	8
15.	Security .....	8
16.	Viruses, Hacking and Other Offences.....	8
17.	Links to the Website .....	9
18.	Limitation of liability.....	9
19.	Unauthorised Use of Your Personal Information .....	10
20.	Indemnification .....	10
21.	Termination.....	10
22.	Data Storage After Termination.....	10
23.	Privacy .....	11
24.	Notice.....	11
25.	Contact Us .....	11

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## FaceCruit Website Terms of Use

### Provider

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**SCREEN RECRUITING PTY LTD ACN 622 390 836** trading as FaceCruit of 453 Morphett Street Adelaide SA 5000 (**'FaceCruit'**)

### Agreement

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#### 1. Definitions

##### 1.1 Definitions:

- 1.1.1 **'Agreement'** means this Agreement which outlines the terms and conditions of use of FaceCruit's Website and any annexures, schedules and appendices;
- 1.1.2 **'Candidates'** means users of the Website that use the Website to market themselves to Employers.
- 1.1.3 **'Cookies'** means small text files stored on your device when you access most websites on the internet.
- 1.1.4 **'Employers'** means users of the Website that use the Website to recruit employees and includes recruitment agencies.
- 1.1.5 **'FaceCruit Privacy Policy'** means the policy annexed to this Agreement which outlines the way in which FaceCruit collects and handles your personal information in accordance with the Privacy Act.
- 1.1.6 **'Interactive Services'** means pages on the Website where interaction between users is facilitated through an open forum including but not limited to forums, chat rooms or bulletin boards.
- 1.1.7 **'Party'** means the parties to this Agreement and includes FaceCruit, you and any other user of the Website;
- 1.1.8 **'Payment Service'** means a third party payment service (including its service providers) contracted by FaceCruit to collect payments for Purchase Transactions;
- 1.1.9 **'Payment Service Page'** means a web page hosted by the Payment Service;
- 1.1.10 **'Privacy Act'** means the *Privacy Act 1988 (Cth)* as amended from time to time.
- 1.1.11 **'Purchase Transaction'** means a purchase made by you of any product or service made available through the Website, including any of the Services.

- 1.1.12 ‘**Services**’ means a range of video and audio technologies, assessment tools, programs, software, databases, related to professionals resumes, including without limitation, the creation of electronic profiles, resume organisation and conversion functionality, Interactive Services, video clips, photographs, graphic images, charts, text, data, user comments, postings, messages, articles and other similar content accessible through the Website.
- 1.1.13 ‘**Submissions**’ means material you submit through the Website or through the Interactive Services;
- 1.1.14 ‘**Term**’ means the period from when you commence using FaceCruit’s Website and Services until such time as you no longer use FaceCruit’s Website and Services or you are terminated from using the Website and Services.
- 1.1.15 ‘**You**’ means the person, company or other entity using the Website and FaceCruit’s Services and includes Candidates and Employers.
- 1.1.16 ‘**Website**’ means [www.facecruit.com](http://www.facecruit.com)

## 2. **Acknowledgment and Acceptance of Terms of Use**

- 2.1 The Website and the Services defined in this Agreement are made available by Screen Recruiting Pty Ltd ACN 622 390 836 trading as FaceCruit and are provided to you in accordance with this Agreement.
- 2.2 The Agreement outlines the terms upon which you may make use of FaceCruit’s Website and Services. Please read the Agreement carefully before you start to use the Website. By using the Website, you accept the terms of use and agree to be bound by this Agreement.
- 2.3 This Agreement comprises the entire agreement between you and FaceCruit and supersedes all prior agreements relating to the subject matter of the Agreement.
- 2.4 This Agreement is capable of modification by FaceCruit and FaceCruit reserves the right to make changes to the Agreement from time to time. Your continued use of the Website after such changes will indicate your acceptance of the changes.
- 2.5 FaceCruit processes information about you in accordance with the FaceCruit Privacy Policy. By using the Website you consent to the processing and use of your personal information and you warrant that all data provided by you is accurate.

## 3. **Use of Cookies**

- 3.1 FaceCruit uses Cookies so that:

- 3.1.1 you do not have to re-enter your details each time you visit the Website;
- 3.1.2 FaceCruit can track how the Website is used; and
- 3.1.3 FaceCruit can update the content on the Website.
- 3.2 Your use of the Website and the Services means you agree to FaceCruit's use of Cookies.
- 3.3 You can block or erase Cookies from your computer if you want to, but certain parts of the Website are reliant on the use of Cookies to operate correctly and may not work correctly if you set your browser to not accept Cookies.

#### 4. **FaceCruit's Fees**

- 4.1 The fees for the Services are set out in this Agreement or, if none is set out, in the FaceCruit price list on the Website published from time to time.
- 4.2 You will pay the annual subscription as published from time to time on the Website and other fees associated with using the Website and the Services.
- 4.3 You may pay the fees by way of credit card or electronic funds transfer.
- 4.4 FaceCruit reserves the right to discontinue your access to the Website and the use of the Services pending payment of any outstanding amounts.
- 4.5 Expenses incurred by FaceCruit including solicitor/client fees incurred by FaceCruit in the collection of unpaid invoices will be borne by you on an indemnity basis.

#### 5. **Access**

- 5.1 FaceCruit:
  - 5.1.1 reserves the right to withdraw or amend the Services provided on the Website without notice.
  - 5.1.2 will not be liable if for any reason the Website is unavailable at any time or for a period of time.
  - 5.1.3 may restrict access to some parts of the Website or to the entire Website to users who have registered with FaceCruit.
  - 5.1.4 if you are provided with a username, password or any other information as part of FaceCruit's security measures, you must treat that information as confidential, and must not disclose it to any third party. FaceCruit has the right to disable access to the Website at any time if in its opinion you have failed to comply with any of the provisions of this Agreement.

- 5.1.5 you warrant to FaceCruit that you are over the age of fifteen (15) years. FaceCruit's Services are limited to use by Candidates that are of legal age.

## 6. Description of FaceCruit's Services

- 6.1 During the Term of this Agreement FaceCruit licenses you to access the Services on the Website for the purpose of:
- 6.1.1 If you are a Candidate, marketing yourself to potential Employers;
- 6.1.2 If you are an Employer, finding prospective employees or contractors.
- 6.2 FaceCruit provides users of the Website with access to specialised content and the Services. All content and Services made available through the Website that were not made available as of the last updated date above, shall automatically be deemed to be part of the Services when they are first made available through the Website.
- 6.3 Employers use the Services to interview Candidates remotely. Audio and video recordings of those interviews are made available to the Employers conducting the interviews. The recorded interviews are stored for a period of time. FaceCruit is not a data controller of any information recorded in an interview.
- 6.4 As part of the Services, FaceCruit provides certain specialised services related to the creation of an electronic profile for each individual who registers on the Website and provides resume information and for individuals for whom a resume is provided. Such profiles include enhanced features determined by FaceCruit. With respect to each such electronic profile, together with all of other information, including video or audio clips, photographs, graphics, images, charts, text, data, comments, posting messages, articles and other similar content posted, FaceCruit does not act as an agent for any Candidate or any Employer:
- 6.4.1 any Candidate;
- 6.4.2 or any Employer.
- Nothing herein creates an employer-employee, agency or other relationship between FaceCruit and such individual. FaceCruit is not and shall not be responsible for recruiting, hiring, or any other decisions related to employment with respect to the resumes or any individuals using the Website.
- 6.5 FaceCruit may choose not to retain data after termination of this Agreement with you and it recommends that prior to termination you retain your own copies of data you may need.

## 7. Interactive Services

FaceCruit may from time to time provide Interactive Services on the Website. FaceCruit is under no obligation to oversee, monitor or moderate any Interactive

Services provided on the Website and it expressly excludes itself from any liability for any loss or damage arising from the use of any Interactive Service by you.

## 8. **Purchases and acknowledgement at the time of a Purchase Transaction**

- 8.1 You acknowledge that FaceCruit may use a Payment Service to collect payments for any Purchase Transaction.
- 8.2 If you make a Purchase Transaction, you will be directed to the Payment Service Page. Your use of the Payment Service Page will be subject to the Payment Service's user agreement and privacy policy, not this Agreement or FaceCruit's Privacy Policy.
- 8.3 You acknowledge and agree that FaceCruit is not and will not be responsible or liable for the services provided by the Payment Service, its site or any acts or omissions of the Payment Service.
- 8.4 FaceCruit does not endorse any of the descriptions and images of, and references to, products or services on the Payment Service Page.
- 8.5 FaceCruit reserves the right, with or without prior notice, to:
  - 8.5.1 change descriptions, images and references at any time on the Website;
  - 8.5.2 limit the available quantity of any product or service;
  - 8.5.3 honour, or impose conditions on the honouring of, any coupon, coupon code, promotional code or other similar promotions;
  - 8.5.4 bar any user from making any or all Purchase Transactions; and/or
  - 8.5.5 refuse to provide any user with any product or service.
- 8.6 Price and availability of any product or service offered through the Website, including any Services, are subject to change without notice. Refunds and exchanges will be subject to FaceCruit's refund and exchange policies then in effect. You agree to pay all charges that may be incurred by you or on your behalf through the Website, at the price(s) in effect when such charges are incurred, including without limitation, all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your Purchase Transaction.

## 9. **Your Obligations**

- 9.1 You will:
  - 9.1.1 be responsible to configure your browser to meet the relevant specifications for those Services which are not accessible unless the browser is configured. FaceCruit will advise you of the specifications;

- 9.1.2 only use the Services for the purpose of recruitment and analysing the results and for no other purpose.
  - 9.1.3 provide current, complete and accurate information about yourself to enable proper and efficient use of the Services;
  - 9.1.4 be ethical in the use of the Website and the Services and observe the Agreement and professional requirements from time to time for the ethical administration of the Services. FaceCruit does not accept any responsibility for administration of any of the Services other than in accordance with this Agreement;
  - 9.1.5 pay the fees for the Services, as published from time to time, in accordance with this Agreement;
- 9.2 if you are an Employer, nominate persons as your 'Nominated Contacts' to communicate with us and specify the Primary Contact (to deal with contractual issues), the Admin Contact (to administer your FaceCruit accounts) and the Invoice Contact (to be responsible for payment administration). You will advise us of any changes.

## 10. **Prohibited Use**

- 10.1 You may only use the Website for lawful purposes. You may not use the Website if it will:
- 10.1.1 breach a local, national or international law or regulation;
  - 10.1.2 be unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
  - 10.1.3 harm or attempt to harm minors in any way;
  - 10.1.4 send, knowingly receive, upload, download, use or re-use any material which does not comply with this Agreement;
  - 10.1.5 transmit or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation;
- 10.2 Information you submit for publication on the Website must not:
- 10.2.1 contain material which is defamatory of any person;
  - 10.2.2 contain any material which is obscene, offensive or hateful;
  - 10.2.3 promote sexually explicit material;
  - 10.2.4 promote violence;
  - 10.2.5 promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;



- 10.2.6 infringe any copyright, database right or trade mark of any other person;
- 10.2.7 be likely to deceive any person;
- 10.2.8 be made in breach of any legal duty owed to a third party;
- 10.2.9 promote any illegal activity;
- 10.2.10 be threatening, abusive or invasive of another's privacy;
- 10.2.11 be likely to harass, upset or embarrass another person;
- 10.2.12 be used to impersonate any person or to misrepresent your identity or affiliation with any person;
- 10.2.13 give the impression that you are associated with FaceCruit;
- 10.2.14 advocate, promote or assist any unlawful act.
- 10.2.15 advertise or offer to sell or buy any goods or services without FaceCruit's express prior written consent.

## 11. **Intellectual Property Rights**

- 11.1 FaceCruit is the owner of the Website and all intellectual property rights in the Website including the material published on it.
- 11.2 You may print from and download extracts of any pages from the Website for your use.
- 11.3 You must not modify any of the material you print or download from the Website.
- 11.4 Your rights to use the Website will terminate effective immediately if you breach this clause and you will be required to return or destroy any copies of materials you may have downloaded from the Website.

## 12. **License**

- 12.1 With respect to materials you submit through the Website including the Website's Interactive Services you retain ownership of the material. However, FaceCruit needs certain rights to the material you submit to be able to make them available on the Website.
- 12.2 Therefore, you grant to FaceCruit and its designees, a worldwide, non-exclusive, transferable, royalty-free, fully paid-up, perpetual, irrevocable right and license, without compensation to you to:
  - 12.2.1 use, reproduce, distribute, adapt (including, without limitation, to edit, modify, translate and reformat) create derivative works of, publicly

display and publicly perform such material, in any media now known or hereafter developed, for FaceCruit's business purposes; and

- 12.2.2 to sub-license the foregoing rights through multiple tiers, to the maximum extent permitted by applicable law; provided however that in each case, with respect to the materials you submit to FaceCruit, such rights shall be subject to any restrictions or limitations established by you in connection with the creation or maintenance of your profile.

### **13. Uploading Material to the Website**

- 13.1 Where you are given permission to upload material to the Website or to make contact with other users of the Website, you must comply with the FaceCruit Privacy Policy. You warrant that the information you upload complies with the FaceCruit Privacy Policy and you indemnify FaceCruit for any breach of that warranty.
- 13.2 Information you upload to the Website is deemed not confidential and non-proprietary and FaceCruit has the right to use, copy, distribute and disclose that information to third parties for any purpose. FaceCruit has the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Website constitutes a violation of their intellectual property rights or of their right to privacy.
- 13.3 FaceCruit is not responsible or liable to any third party, of the content or accuracy of any materials posted by you or any other user of the Website.

### **14. Reliance on Information**

Commentary and other material published on the Website is not intended to be relied on or intended to amount to advice. FaceCruit disclaims all liability and responsibility arising from any reliance placed on material published by anyone who visits the Website or is informed of its content.

### **15. Security**

- 15.1 FaceCruit will issue you with a username and a password which are to be treated confidentially and will create an account for you.
- 15.2 You are responsible for the use of and access to the Services which are offered under your account. You may change the password at any time by following the appropriate instructions.
- 15.3 You agree to immediately notify us, on you becoming aware, of any unauthorised use of your account or any other breach of security known to you.

### **16. Viruses, Hacking and Other Offences**

- 16.1 You must not misuse the Website by knowingly subjecting it to viruses, trojans, worms, logic bombs or other material which is malicious or harmful.

You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.

16.2 A breach of this clause will constitute immediate termination of your right as a user of the Website.

16.3 FaceCruit will not be liable for any loss or damage caused by a virus or other harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on the Website or any website linked to it.

## 17. **Links to the Website**

17.1 You cannot link to the Website without FaceCruit's prior written consent.

17.2 You must not establish a link from any website that is not owned by you.

17.3 FaceCruit reserves the right to withdraw linking permission without notice.

17.4 Where the Website contains links to other websites provided by third parties, these links are provided for information only. FaceCruit has no control over the contents of those websites and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

## 18. **Limitation of liability**

18.1 Except as stated in this Agreement, FaceCruit expressly disclaims all warranties and conditions, express or implied, to the fullest extent to which these warranties and conditions can be excluded under applicable laws.

18.2 Nothing in this Agreement will exclude, restrict or modify any condition, warranty, right or remedy implied or imposed by any statute or regulation if it cannot lawfully be excluded, restricted or modified.

18.3 FaceCruit's liability to you in contract or in tort, for any loss or damage which may be suffered or incurred or which may arise directly or indirectly in respect of the Services or any act or omission on the part of FaceCruit to comply with its obligations under this Agreement, shall be limited to the value of the fees paid for the Services.

18.4 FaceCruit will not be liable for any indirect or consequential loss or damage including without limitation loss of revenue, profits, bargain, goodwill or loss or corruption of data however caused, whether or not such loss or damage was foreseeable or contemplated by any party and whether or not the other party has been advised of the possibility of such loss.

18.5 You acknowledge you use the Website and the Services at your own risk.

**19. Unauthorised Use of Your Personal Information**

You acknowledge and agree that your personal information is provided for the purpose of the services provided by FaceCruit. FaceCruit has no control over who has access to the FaceCruit website or who views or shares your profile or personal information. You agree to release FaceCruit from any claim or liability arising from the unauthorised use of your personal information.

**20. Indemnification**

You agree to indemnify and hold FaceCruit, its related bodies corporate, officers and employees, harmless from any claim or demand, (including indemnifying FaceCruit for any legal fees incurred), made by any third party due to a breach of this Agreement by you.

**21. Termination**

21.1 This Agreement shall commence on the date of your first registration and shall continue until terminated in accordance with this clause.

21.2 Either party may terminate this Agreement upon 21 days written notice to the other. If you terminate the Agreement any fees paid will not be refunded;

21.3 FaceCruit may in its discretion terminate your use of the Website and the Services immediately if in its opinion you have breached this Agreement. When a breach of this Agreement has occurred, FaceCruit may take such action as it deems appropriate including:

21.3.1 Immediate, temporary or permanent withdrawal of your right to use the Website;

21.3.2 Immediate, temporary or permanent removal of any posting or material uploaded by you to the Website;

21.3.3 Issue a warning to you;

21.3.4 Institute legal proceedings against you for breach of the Agreement and recover all costs on an indemnity basis resulting from the breach including solicitor/client costs it incurs;

21.3.5 Disclosure of information to law enforcement authorities as it deems reasonably necessary.

21.4 Upon termination of this Agreement, your right to use the Services immediately cease.

**22. Data Storage After Termination**

22.1 FaceCruit reserves the right to delete all of your data one (1) calendar month after the date that this Agreement is terminated.

22.2 FaceCruit will continue to store your data provided that you pay the data storage fee. Continued storage of your data is dependant on the data storage fee being kept current. If the data storage fees is more than one (1) month in arrears, FaceCruit may delete your data without further notice.

22.3 FaceCruit will endeavour to provide you with an email following the termination of the Agreement and give you an opportunity to pay the data storage fee for the continued storage of your data. FaceCruit does not accept any responsibility for giving you notice of the possible deletion of your data and the responsibility is solely yours to enter into a continuing arrangement with FaceCruit regarding the storage of your data.

### 23. **Privacy**

23.1 FaceCruit is bound by the Privacy Act. It will use and disclose Personal Information provided by you for the purpose of providing the Services in accordance with the FaceCruit Privacy Policy.

23.2 If you use the Website and the Services you must comply with the terms of the FaceCruit Privacy Policy regarding that personal information.

23.3 You should ensure that before disclosing any personal information to FaceCruit you are entitled to disclose that information.

23.4 If you become aware of any breach or alleged breach of the Privacy Act concerning information disclosed by you, you should immediately notify FaceCruit.

### 24. **Notice**

Any notice required under this Agreement can be given by email sent to the email address of FaceCruit (see below) or to your email address.

### 25. **Contact Us**

If you have any questions regarding the meaning or application of this Agreement, please direct such questions to [customerservice@facecruit.com](mailto:customerservice@facecruit.com). Please note that email communication will not necessarily be secure, accordingly you should not include credit card information or other sensitive information in your email correspondence with us.