

# RemiPeople's Usage Terms and Conditions

## ACCEPTANCE OF TERMS

PLEASE READ CAREFULLY: BY CHECKING THE "ACCEPT TERMS AND CONDITIONS" CHECKBOX YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

This is a legal agreement ("Agreement") between You and RemiPeople Limited (referred to herein as "RemiPeople"), an Australian Limited Company, for use of the RemiPeople web site. "You" refers to any individual who agrees to the "Accept Terms and Conditions" checkbox Registration page homepage or, if the Service is being used on behalf of an entity by an individual authorized to agree to such terms on behalf of such entity, then "You" refers to such entity.

If You do not agree with the terms of this Agreement, do not select the Terms of Service checkbox and do not use the Service. RemiPeople reserves the right to update and change the Agreement from time to time without notice or acceptance by You. The Agreement will also be applicable to the use of the Service on a trial basis. By using the Service, You signify Your irrevocable acceptance of this Agreement.

The website and any downloadable software associated with the Service are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

## DESCRIPTION OF SERVICE

The Service includes, and is limited to, a web site allowing You access to and use of a single RemiPeople.com Account, with Support from RemiPeople Limited. "RemiPeople.com" referred to herein encompasses the RemiPeople Limited's web server-based software product which allows the user to create and manage the recruitment of employees through the website.

A "RemiPeople.com Account" or "Account" referred to herein means a web site, provided by RemiPeople where You may use create and manage Jobs created by you and to manage the selection of candidates process from initial candidate pool through selection of interview candidates, the interview process and finalisation of recruitment. Other functions may be provided from time to time as RemiPeople provides new features.

"Support" referred to herein means technical support from RemiPeople, available via electronic mail.

Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Agreement. You also understand and agree that the service may include certain communications from RemiPeople, such as service announcements, administrative messages, etc., and that these communications are considered part of the Service and You will not be able to opt out of receiving them.

You agree not to access the Service by any means other than through the interfaces that are provided by RemiPeople.com, for use in accessing the Service. RemiPeople will provide the Service in accordance with this Agreement. RemiPeople may at its sole discretion modify the features of the Service from time to time without prior notice.

## **REGISTRATION**

In order to use the Service, You must have a valid Account. To acquire an Account for the Service, You must provide RemiPeople with an electronic mail address and other information ("Registration Data"). You will choose an account designation for Your Account during the Service's registration process. You are responsible for maintaining the confidentiality of the access data for Your Account, and are fully responsible for all activities that occur under Your Account. You agree to (a) immediately notify RemiPeople of any unauthorized use of Your Account or any other breach of security, and (b) ensure that You exit from Your Account at the end of each session. RemiPeople cannot and will not be liable for any loss or damage arising from Your failure to comply with this section. In consideration of use of the Service, You agree to: (a) provide true, accurate, current and complete information about Yourself as prompted by the Service's registration form, and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

If You provide any information that is untrue, inaccurate, not current or incomplete, or RemiPeople has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, RemiPeople has the right to suspend or terminate Your Account and refuse any and all current or future use of the Service (or any portion thereof). If You register to use the Service on a free-trial basis, You will also be required to complete the registration process. If You are under 18 years of age then You are required to have a parent or guardian review and complete the registration process on your behalf.

## **BILLING/PAYMENT TERMS**

At the sole discretion of RemiPeople, you may be provided with free access for the purpose of trialling the software.

Paid for Jobs will be provided through the billing method provided on the RemiPeople website. Jobs must be paid for by credit card prior to the Job being made live to candidates. No other payment method will be accepted except by prior agreement.

## **OWNERSHIP OF WEBSITE ACCOUNT AND SECURITY**

You are responsible for maintaining the security of Your Content and RemiPeople.com Account, and You are fully responsible for all activities that occur under the account and any other actions taken in connection with the RemiPeople.com Account, including those of Your Users. You agree to immediately notify RemiPeople of any unauthorized uses of the Account or any other breaches of security. RemiPeople cannot and will not be liable for any loss or damage from Your failure to comply with this security obligation. You acknowledge and agree that under no circumstances will RemiPeople be liable, in any way, for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

## **PROPRIETARY/INTELLECTUAL PROPERTY RIGHTS**

RemiPeople retains ownership of all proprietary rights in the Service and in all trade names, trademarks and service marks associated or displayed with the Service except for those of any other corporation which will be clearly marked as not belonging to RemiPeople. You will not remove, deface or obscure any of RemiPeople.com copyright or trademark notices and/or legends or other proprietary notices on, incorporated therein, or associated with the Service.

You may not reverse engineer, reverse compile or otherwise reduce to human readable form any software associated with the Service.

### **INJUNCTIVE RELIEF**

You acknowledge that any use of the Service contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Service, may cause irreparable injury to RemiPeople, its affiliates, suppliers and any other party authorized by RemiPeople to resell, distribute, or promote the Service ("Resellers"), and under such circumstances RemiPeople, its affiliates, suppliers and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

### **GENERAL PRACTICES REGARDING USE AND STORAGE.**

You agree that RemiPeople has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Service. You acknowledge that RemiPeople may establish general practices and limits concerning use of the Service and may modify such practices and limits from time to time. RemiPeople retains the right to create limits on use and storage at our sole discretion at any time with or without notice. You acknowledge that we reserve the right to log off users who are inactive for an extended period of time.

You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the RemiPeople infrastructure.

### **INTERNATIONAL USE**

Recognizing the global nature of the Internet, You agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, You agree to comply with all applicable laws regarding the transmission of technical data exported from Australia or the country in which You reside.

### **NO RESALE OF THE SERVICE**

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express permission by RemiPeople.

### **YOUR REPRESENTATIONS AND WARRANTIES**

You represent and warrant that (a) all of the information provided by You to RemiPeople to participate in the Service is correct and current; and (b) You have all necessary right, power and authority to enter into this Agreement and to perform the acts required of You hereunder.

### **NO WARRANTIES OR REPRESENTATIONS BY REMIPEOPLE**

You understand and agree that the Service is provided "as is" and RemiPeople, its affiliates, suppliers and Resellers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose, non-infringement or bailment of your data on RemiPeople's servers. RemiPeople, its affiliates, suppliers and Resellers make no warranty or representation, other than the Refund, regarding the results that may be obtained from the use of the Service, the security of the Service, or that the Service will meet any user's requirements beyond the Refund. Use of the Service is at Your sole risk. You will be solely responsible for any damage to You resulting from the use of the Service. The entire risk arising out of use, security or performance of the

Service remains with You. No oral or written information or advice given by RemiPeople or its authorized representatives shall create a warranty or in any way increase the scope of RemiPeople's obligations. Without limiting the generality of the foregoing, RemiPeople, its affiliates, suppliers and Resellers specifically disclaim any express or implied warranty of fitness for such purposes.

## **REFUND**

If, during the purchased period of your Job, you deem that RemiPeople has not met your needs, RemiPeople will refund the amount paid by You for use of RemiPeople. RemiPeople will only allow one refund to You. It is understood that should You request a refund then you will never use RemiPeople again except by mutual agreement and that you will not, under a different guise, register to use RemiPeople after you have received a refund.

## **PRIVACY**

RemiPeople will never sell or otherwise make available any information which You register on the RemiPeople web site.

All data entered or imported by You remains Your property and confidential to You. RemiPeople will not use nor make available for use any of this information without Your prior permission. RemiPeople may, from time to time, use your anonymised data to provide statistics of usage and information profiles. Personal information of any sort will never be provided to a third party without Your specific permission in writing.

RemiPeople does not and will never store Your credit card number.

All transactions on the RemiPeople web site are conducted under the industry standard SSL (Secure Socket Layer) protocol to ensure your privacy protection.

## **INDEMNITY**

You agree to indemnify, defend and hold harmless RemiPeople, its affiliates, officers, directors, employees, consultants, agents, suppliers and Resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees as and when incurred) arising from Your use of the Service, Your use of Your Account, Your violation of this Agreement or the infringement or violation by You or any other User of Your Account, of any intellectual property or other right of any person or entity.

## **MODIFICATIONS TO SERVICE**

RemiPeople reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice at any time. You agree that RemiPeople shall not be liable to You or to any third party for any modification, suspension, termination or discontinuance of the Service.

## **NO AGENCY**

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between You and RemiPeople Limited is intended or created by this Agreement.

## **LIMITATION OF LIABILITY**

In no event will RemiPeople or its affiliates, suppliers or Resellers be liable for any special, incidental, indirect, exemplary or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business

information, or any other pecuniary loss or damage) arising out of the use of or inability to use the Service, or the provision of or failure to provide technical or other support service, whether arising in tort (including negligence) contract or any other legal theory, even if RemiPeople, its affiliates, suppliers or Resellers have been advised of the possibility of such damages. In any case, RemiPeople's, its affiliates', suppliers' and Resellers' maximum cumulative liability and Your exclusive remedy for any claims arising out of or related to this Agreement will be limited to the amount actually paid by You for the Service if any.

#### **WAIVER AND SEVERABILITY**

Failure by either party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same economic effect of the original provision and the remainder of this Agreement will remain in full force and effect.

#### **STATUTE OF LIMITATIONS**

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising of or related to use of RemiPeople services or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

#### **CHOICE OF LAW AND FORUM**

This Agreement shall be governed by and construed under the laws of Australia. The parties consent to the exclusive jurisdiction of courts located in Adelaide, Australia.

#### **ENTIRE AGREEMENT/GENERAL PROVISIONS**

This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter. RemiPeople may change the terms of this Agreement at any time by posting modified terms on its website. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes. Any and all rights and remedies of RemiPeople upon Your breach or other default under this Agreement will be deemed cumulative and not exclusive of any other right or remedy conferred by this Agreement or by law or equity on RemiPeople, and the exercise of any one remedy will not preclude the exercise of any other. The captions and headings appearing in this Agreement are for reference only and will not be considered in construing this Agreement. Notices to You may be made via either email or regular mail. The Service may also provide notices of changes to the Agreement or other matters by displaying notices or links to notices to You generally on the Service. All notices or other correspondence to RemiPeople under this Agreement must be sent to the following electronic mail address for such purpose:

support@remipeople.com

or the following physical address:

RemiPeople Limited

17, McBeath Drive, Skye, Adelaide, AUSTRALIA, 5072

*Revised 16 January 2018*