



TERMS AND CONDITIONS

GENERAL

These Site Terms apply to the use of the Site, including the use of the Offerings by Members, who are either Candidates or Employers. PEEQ may modify these Site Terms at any time, and such modifications shall be effective immediately upon posting the modified terms and conditions on the Site. Information contained on the Site cannot be copied, modified, reproduced, transmitted, distributed or transferred to any third party without PEEQ's express written consent. Members and other persons authorised to access the Site acknowledge and agree that they access and use the Site and Offerings on their own accord without any liability on the part of PEEQ for any decision made or action taken by you in reliance on any Offering, Site Information or any other materials or information howsoever related to the Site. Candidates acknowledge and agree that their Profiles will be visible to Employers and may be accessed by Employers for the purpose of filling Job Placements.

DEFINITIONS

"**Annexure A**" means the annexure to these Site Terms appearing as "Annexure A";

"**Candidate**" means a Member who is seeking a job placement.

"**Employer**" means a Member who is offering a job placement;

"**Job Placements**" means jobs or contract positions advertised by Employers on the Site;

"**Member**" means a member of PEEQ pursuant to and in accordance with these Site Terms, being either a Candidate or an Employer;

"**Member Information**" has the meaning given in clause 5 of these Site Terms;

"**Member Submission**" has the meaning given in clause 33 of these Site Terms;

"**Offerings**" means the products and services offered by PEEQ to Members set out in Annexure A;

"**PEEQ**" means PEEQ Pty Ltd (ACN 168 789 795) of 49 Armstrong Way, Highland Park, QLD 4211, Australia, including its Related Bodies Corporate;

"**Profile**" means a Candidate's name, location, employment history and other information which a Candidate elects to disclose on the Site.

"**Related Bodies Corporate**" has the meaning given in the *Corporations Act 2001* (Cth);

"**Site**" means the website "PEEQ.com.au" and all subpages therefrom;

"**Site Information**" has the meaning given in clause 20 of these Site Terms;

"**Site Terms**" means these terms and conditions, including Annexure A; and

"**you**" or "**your**" means the person or entity, jointly and severally if more than one person or entity, who is a Member authorised to use the Site and/or acquire Offerings from PEEQ.

APPLICATION OF SITE TERMS TO MEMBERS

1. The Site is owned and operated by PEEQ.
2. Through the Site, you may:
 - a) register to become a Member;
 - b) access Site Information;
 - c) post Member Submissions; and

- d) acquire access to the Offerings.
3. PEEQ may amend these Site Terms (including the Offerings) from time to time without notice. Any amendment will be effective immediately upon being posted on the Site. Your continued use of the Site after the date any amendment is posted will constitute your agreement to be bound by the Site Terms, as amended.
4. PEEQ reserves the right to vary or modify the information contained on the Site, or to change or discontinue any feature or part of the Site, or to change any condition to obtaining access to the Site, without notice.

MEMBERSHIP AND MEMBER INFORMATION

5. You may be prompted to register for access to the Site as either an Employer or a Candidate, and to submit certain information in order to utilise the Offerings (**Member Information**). Member Information may include, but is not limited to, your name, contact details and credit card details.
6. Upon becoming a Member, you must create a login and password. You are responsible for maintaining the confidentiality and security of your login and password details. You are responsible for any and all activities on the Site which occur under your login and password.
7. Membership is non-transferable.
8. PEEQ may terminate your membership at any time by written notice to you. You may terminate your membership at any time by written notice to PEEQ, subject to payment of any outstanding fees in respect of any Offerings.
9. You are responsible for the content of all Member Information entered by you on the Site. All Member Information you enter must be accurate, complete and not misleading. You are responsible for maintaining and updating your Member Information.
10. You agree to indemnify and keep indemnified PEEQ for any losses, costs, expenses or damages that PEEQ may suffer or incur as a result of any Member Information provided by you not being correct or accurate.
11. Members who register and sign up as an Employer acknowledge and agree that the person completing this form on behalf of the Employer ("Authorised Person"):
 - a) has the delegated authority of the Employer to complete this form; and
 - b) binds the Employer to the completed form and to the terms and conditions contained herein;

PRIVACY

12. PEEQ may collect, use, store, record and transmit your personal information entered on the Site. For further details on the manner in which we deal with your personal information, please refer to PEEQ's [Online Privacy Policy](#).

SECURITY OF MEMBER INFORMATION

13. No data transmission over the internet can be guaranteed as totally secure. As such, PEEQ provides no warranties or guarantees around the security of any Member Information transmitted to us before we receive it. Any Member Information which you transmit to us is transmitted at your own risk.
14. Once we receive Member Information transmitted to us, we will take reasonable steps under Australian privacy laws and in accordance with PEEQ's [Online Privacy Policy](#) to preserve the security of that Member Information.
15. You agree that you will not share your password, or let anyone else access your account, or do anything that might put the security of your account at risk.
16. We reserve the right to remove your username or similar identifier in respect of your account if we determine in our sole discretion that it is appropriate to do so.

LINKS TO OTHER SITES

17. You may be able, through hypertext or other computer links, to gain access to other sites operated by PEEQ's affiliates or other third parties (**Linked Sites**) from time to time. Unless otherwise specified, Linked Sites are not under PEEQ's control. The Linked Sites may have different terms and conditions and privacy safeguards. Unless otherwise specified, PEEQ is not responsible for the content of any Linked Sites, or any changes or updates to Linked Sites. PEEQ facilitates access to Linked Sites for your convenience only. You acknowledge and agree that your access to Linked Sites is at your own risk. PEEQ is not a party to any transaction between you and the operator of any Linked Site. Unless otherwise specified, PEEQ does not sponsor, endorse, adopt, confirm, guarantee or approve of any material or representations made in any Linked Site.

DISCLAIMER

18. PEEQ provides no guarantees to Candidates around the continued availability of any Job Placement by an Employer on the Site, and will not be liable to a Candidate if a Job Placement is filled or expires at any time prior to removal of the Job Placement from the Site.
19. Whilst PEEQ takes efforts to ensure that Job Placements are for actual job vacancies, it gives no guarantee to you that every Job Placement represents an actual job vacancy.
20. PEEQ does not warrant, guarantee or make any representation regarding the accuracy, adequacy, reliability, completeness or timeliness of the information available on the Site (**Site Information**) or that it is suitable for your intended use. Site Information is provided by PEEQ in good faith on an "as is" basis without warranty of any kind.
21. PEEQ does not warrant or represent that Site Information is free from human or mechanical error, technical inaccuracies or other typographical errors or defects. Your use of Site Information is at your own risk.
22. All warranties, representations and statutory guarantees and any liability which may arise in relation to your access to or use of the Site or Site Information is expressly excluded to the maximum extent permitted by law.
23. PEEQ makes no warranties, guarantees or representations that Site Information will not cause damage or is free from any computer virus or other defects. It is your responsibility to complete a virus check on any Site Information accessed or downloaded.

LIMITATION OF LIABILITY

24. PEEQ will not be liable to any Member or any third party for any injury, loss or damage arising out of or related to the use (or failure to use) Site Information or the Site generally, including (but not limited to) liability for any indirect, incidental, special or consequential loss or damage.
25. Where liability cannot be excluded under law, any direct loss or liability incurred by PEEQ shall be limited to the re-supply of the Site Information on the Site or the reasonable costs of having the Site Information re-supplied.

THIRD PARTY MATERIAL

26. Certain Site Information may include material from third parties.
27. You acknowledge and agree that PEEQ is not responsible for examining or evaluating the content or accuracy of any third party material, and PEEQ provides no warranties, and to the fullest extent permitted by law, will not have any liability or responsibility, for any third party material appearing on the Site.
28. You acknowledge and agree that:
 - a) you will not use any third party material in a manner that would infringe or violate the rights (including intellectual property rights) of any other party;
 - b) PEEQ has no responsibility to you for your use of any third party materials contained within Site Information; and
 - c) you will indemnify and keep indemnified PEEQ for any losses, costs, expenses or damages that PEEQ may suffer or incur as a result of your use of any third party materials contained within Site Information.

INTELLECTUAL PROPERTY

29. You acknowledge and agree that all content, coding, graphics and Site Information available on the Site is protected by copyright, trade mark or other intellectual property rights and remains the property of PEEQ or third parties as applicable.
30. No part of the Site Information may be copied, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any form or manner without PEEQ's prior written consent. However, you may download and print these Site Terms and PEEQ's Online Privacy Policy for your personal non-commercial use.
31. All trade marks and trade names which appear on the Site are proprietary to PEEQ and/or its affiliates, where not otherwise under licence by a third party rights holder. Use of these trade marks without the owner's consent may infringe the owner's intellectual property rights. Nothing in the Site should be interpreted as granting any rights to use or distribute any names, logos or trade marks except with the express written consent of PEEQ and/or the relevant third party licensor.

SPAM

32. The publication of PEEQ's email addresses on the Site is to facilitate communications relating to the Offerings provided by PEEQ. It does not constitute consent (implied or otherwise) by PEEQ to receive unsolicited commercial electronic messages.

MEMBER SUBMISSIONS

33. From time to time, you may be invited to post reviews and/or comments regarding the Site and/or its features (**Member Submissions**). You irrevocably grant to PEEQ a non-exclusive, worldwide, royalty free, perpetual right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such reviews and comments in any media. You expressly waive in favour of PEEQ all moral rights in any relevant jurisdiction.
34. You agree not to post any review or comment that contains any unlawful, threatening, abusive, defamatory, obscene, or infringing material.
35. PEEQ reserves the right to review, edit or delete any Member Submissions that PEEQ deems to be illegal, offensive or otherwise inappropriate.

SUSPENSION OF ACCESS

36. Your access to the Site may be suspended at any time by us for any or no reason and without notice.

MISCELLANEOUS

37. You acknowledge and agree that the provisions of these Site Terms which operate to limit or disclaim PEEQ's liability to you or any third party, including all indemnities given by you in favour of PEEQ, are intended to and shall survive termination of your membership as a Member.
38. By accepting these Site Terms, you agree to submit to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia and the Federal Court of Australia, and of courts entitled to hear appeals from those courts.
39. If you access the Site from any country outside the Commonwealth of Australia, you are additionally responsible for compliance with all local laws applying to your use of the Site in that country.
40. PEEQ's failure to enforce any of these Site Terms shall not be construed as a waiver of any of PEEQ's rights hereunder.
41. If any term of these Site Terms is determined by a court of competent jurisdiction to be unenforceable, it shall be read down so as to be enforceable or, if it cannot be so read down, the term shall be severed from the Site Terms without affecting the enforceability of the remaining terms.

Date of Site Terms – 6 October 2017

Annexure A

PEEQ JOB PLACEMENT TERMS AND CONDITIONS

1. Employer Offering

- 1.1 Employers may advertise job vacancies on the Site.
- 1.2 Employers must not advertise job vacancies which:
 - (a) do not exist;
 - (b) are false or misleading (or capable of being false or misleading);
 - (c) relate to unlawful, immoral or offensive subject matter;
 - (d) cause or are likely to cause PEEQ to suffer economic loss, including loss of reputation; and/or
 - (e) are reasonably incapable of being filled by a Candidate.
- 1.3 Employers must comply with PEEQ's Online Proper Usage Policy set out in clause 4 below.
- 1.4 Employers must pay PEEQ the relevant registration fees advertised on the Site in order to become a Member. Upon payment of this registration fee, Employers may advertise an unlimited number of job vacancies.

2. Candidate Offering

- 2.1 Upon registering as a Member, Candidates will be provided with a unique PEEQ webpage on which they may submit and upload Candidate-specific content, such as:
 - (a) the Candidate's contact information and personal description;
 - (b) a copy of the Candidates resume or curriculum vitae; and
 - (c) a promotional video.
- 2.2 Candidates must not submit or upload any content to their unique PEEQ webpage which:
 - (a) is false or misleading (or capable of being false or misleading);
 - (b) contains unlawful, immoral or offensive subject matter; and/or
 - (c) causes or is likely to cause PEEQ to suffer economic loss, including loss of reputation.
- 2.3 Candidates must comply with PEEQ's Online Proper Usage Policy set out in clause 4 below.

3. Membership and Fee Structure for Candidates

- 3.1 Candidates may choose a free membership, or a paid membership and the fee payable to PEEQ will vary depending on which services a member takes up.
- 3.2 The following fees are payable to PEEQ for membership services available to Candidates:
 - (a) General Membership – free of charge;
 - (b) Paid services for Membership – Ranges from AUD \$5.00 per month;

4. PEEQ's Proper Online Usage Policy

- 4.1 You must not do any act that we would reasonably deem to be inappropriate, or is unlawful or is prohibited by any laws applicable to the Site or the Offerings, including but not limited to:
 - (a) any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
 - (b) using this Site to defame or libel us, our employees or other individuals;
 - (c) uploading files that contain viruses that may cause damage to our property or the property of other individuals;
 - (d) posting or transmitting to this Site any non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.
- 4.2 If we allow you to post any information to the Site, we have the right to take down this information at our sole discretion and without notice to you.