



## **Terms of Service**

The following terms of service apply if you access our services through our website ('the Site'). This Site is owned by SUNNY COAST JOBS PTY LTD ABN 29 629 219 263.

These terms provide a clear understanding of our relationships and responsibilities with Site users. Each time you access our website you are deemed to accept these terms and depending on how you use the site will impact which parts of these terms apply.

These terms are subject to change.

### **Overview of Services Provided:**

- The Site facilitates job seekers and employers to build relationships with the aim of securing an employment relationship.
- It also offers additional services employers such as recruitment and payroll services.
- Employers may create a profile, publish job advertisements, search for job seekers and secure applications for positions.
- Job seekers to create profiles, apply to advertisements, search for prospective employers and store employment information via the Site.

## **Terms of Business**

Where job seekers successfully securing a position that we advertise, the terms and conditions of our advertising arrangement will apply to that appointment.

## **Acceptance of Use**

If you choose to use the services on the Site, you agree to do so only for lawful purposes when seeking employment, for help with your career or in the case of employers, for assistance with securing the correct candidate for a job.

You must not attempt to undermine the security of the Site or any information submitted to or available through it. In particular without limitation, you must not:



- seek to gain access to, alter, change, corrupt or delete any information to which you do not have authorised access;
- seek to overload the system or take any action to crash, delay, interrupt, damage or otherwise interfere with the operation of the Site; or
- attempt to decode, decipher, disassemble or modify any of the software, coding or information comprised in the Site.

### **Information provided by you**

You are solely responsible for any information submitted by you to the Site.

You are responsible for ensuring that any information supplied by you is:

- true, accurate, up-to-date and not misleading or likely to mislead or deceive;
- not discriminatory, obscene, offensive, defamatory or otherwise illegal, unlawful or in breach of any Site applicable legislation, regulations, guidelines or codes of practice or the copyright, trademark or other intellectual property rights of any person in any jurisdiction;
- free of viruses or other routines or engines that may damage or interfere with any system or data prior to being submitted to the Site.

We reserve the right to remove any information supplied by you from the Site at our sole discretion, at any time and for any reason without explanation.

### **Our use of your information**

We will use information supplied by you to aid the recruitment process and associated administrative and marketing functions made through this Site.

Any information or data which you provide will be used in accordance with relevant data privacy legislation. More about the use and storage of your personal data can be found in our Privacy Policy.

### **Record Ownership**

Registered users of the Site have the ability to manage their own records. You are solely responsible for its content and have the ability to archive their records via the Site.



There is a setting to remove the profile from the site but to aid users, SUNNY COAST JOBS will keep the record should they wish to re-activate their profile at a future time.

If you wish to have your record deleted then you should contact [jobs@sunnycoastjobs.com](mailto:jobs@sunnycoastjobs.com).

As you will appreciate if there is data that legally needs to be retained then this cannot be removed.

### **Applying to an Advert**

- When you apply to an advert, a record is created containing the information you submit. This information is securely stored.
- The Site retains the data that you submit and with your permission, we may contact you in the event of a suitable job being available. You can opt out of receiving communication messages from the Site at any time.
- By creating a profile and/or applying to an advertisement on the Site, you are requesting and authorising the Site to retain your information and communicate with you.
- By interacting with other users of the site, for example applying for a job, you are authorising us to provide your data to the other party. You will understand that we have no control of any recipient user's use or disclosure of the data that was shared.

### **Information Provided**

- The Site provides information to assist with job hunting. This is intended for informative purposes only and is not to be construed as professional career counseling or staffing services advice.
- Although the Site may give suggestions or information regarding best-practices, however, you understand that it is ultimately your responsibility to determine how to pursue your job search or candidate search.
- By referring to or using such career or hiring guides, you take full responsibility for use of these services or guides.
- We do not accept any liability arising from any inaccuracy or omission in any of the information on the Site or any liability in respect of information supplied by you or any other person.

Recruitment: Each employment assignment or placement arising as a result of an introduction made by Reed will be subject to our standard Terms of Business as they are applicable in the circumstances. All prospective employers and clients for whom we arrange assignments or



placements will be provided with a copy of the Terms of Business applicable to them at or following registration. Separate terms and conditions also apply to the use of our Recruiter site.

### **3rd Party Sites**

- Job advertisements are publicly viewable. This means that they may be copied by 3rd party sites or search engines and their content made available on their sites. Users understand that we are not liable for any content after it has been copied by 3rd parties.
- We do not accept any responsibility for or liability in respect of the content of 3rd sites, the owners of which do not necessarily have any connection, commercial or otherwise, with us.

### **Interruptions and Omissions in Service**

Although we try to ensure that the Site operates continuously, interruptions of service and delays may occur at any time.

We do not accept any liability arising from any such interruptions or delays or any ongoing obligation or responsibility to operate the Site (or any particular part of it) or to provide the service offered on the Site. We may vary or delete the Site at any time without notice.

### **Resolving Issues and Reporting Incidents**

- Registered users acknowledge and understand that the Site has no control as to the specific interactions that occur between users on the Site. Consequently the Site accepts no responsibility for issues that arising between users.
- Notwithstanding users should not be exposed to illegal activities, bullying, defamatory experiences, hostility, racism or inappropriate content.
- If you experience any of the above you are encouraged to report these types of experiences to [jobs@sunnycoastjobs.com](mailto:jobs@sunnycoastjobs.com) at their earliest opportunity.
- We want all of our users to have a positive experience in using the site and we welcome your feedback and questions.

### **Liability**



We accept no liability for any loss (whether direct or indirect, for loss of business, revenue or profits, wasted expenditure, corruption or destruction of data or for any other indirect or consequential loss whatsoever) arising from your use of the Site and we hereby exclude any such liability, whether in contract, tort (including for negligence) or otherwise.

We hereby exclude all representations, warranties and conditions relating to the Site and your use of it to the maximum extent permitted by law.

You agree to indemnify us and keep us indemnified against all costs, expenses, claims, losses, liabilities or proceedings arising from use or misuse by you of the Site.

You agree notify us immediately if anyone makes or threatens to make any claim against you relating to your use of the Site.

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