

JOBHUB

Overview

Welcome to JobHub - foundU's cloud-based recruitment and talent sourcing platform.

foundU provides a simple, secure and innovative software solution for a range of human resources and payroll functions known as the **foundU Platform**.

JobHub may be used as a stand-alone database or integrated with the foundU Platform.

This agreement (**Agreement**) is legally binding between you, the User, and us, JobHub Pty Ltd a subsidiary of foundU Holdings Pty Ltd (**foundU**).

Amongst other things, this Agreement explains:

- how you can use or terminate your use of JobHub;
- how your information is stored, used and protected, including privacy protection;
- how we can change, suspend or terminate your access to, and use of JobHub;
- any warranties and disclaimers that apply; and
- the limitations of, and exclusions to, our obligations and liability to you.

Using JobHub

foundU grants you the right to use JobHub and create an account profile (**Account Profile**).

Your Account Profile may be as:

- (i) a job applicant or holder of a JobHub work passport; and/or
- (ii) an employer or recruiter.

(all called **Users** in this Agreement)

Your rights are non-exclusive, non-transferable and subject to this Agreement.

You acknowledge and agree that the purpose of JobHub is to maintain work passports, make job applications (including creating resumes and application letters), post job opportunities to job boards and screen/shortlist job applicants (including parsing resumes) (**JobHub Purposes**).

You may wish to post job opportunities to third party job boards using an integrated third party software subscription. Under your JobHub profile you will be able to see the available integrations.

You agree that your use of JobHub will involve you providing personal and business information (your **Data**) relevant to the JobHub Purposes.

Privacy and Data Protection

Privacy

JobHub complies with the law, including privacy laws. foundU's [Privacy Policy](#) sets out the parties' obligations with respect to your Data.

You will be taken to have read and accepted the Privacy Policy when you use JobHub.

Ownership of Data

Title to and all intellectual property rights in your Data on JobHub remains your property. You grant foundU a licence to use, copy, transmit, store, and back-up your information for the JobHub Purposes only.

Backup of information and requesting a copy of information on termination of use of JobHub

foundU adheres to its best practice policies and procedures to prevent data loss or unauthorised access or disclosure, including a daily system Data back-ups, but does not make any guarantees that there will be no loss of, or unauthorised access to or disclosure of Data on JobHub. JobHub expressly excludes liability for any loss or unauthorised access to or disclosure of Data no matter how caused.

If, on termination of your use of JobHub, you would like a copy of your Data, foundU will, on request in writing by you, provide you a copy of your Data, in SQL backup format.

Fees for this task are:

- 1 x free export if you have been a JobHub customer for more than 6 months. \$250 + GST for each migration after the first (if required).
- \$500 + GST per export if you have not been a customer for 6 months.

You must make a request for a copy of your Data within 60 days of termination of your use of JobHub. You acknowledge that, whether you request a copy of your Data or not within 60 days of termination of your use of JobHub, your Data may be irretrievably deleted from JobHub after 60 days following termination of your use of JobHub.

The foundU Platform and your Data

If you use the foundU Platform in conjunction with JobHub, you acknowledge that JobHub will allow the foundU Platform access to your Data.

As a job applicant you acknowledge that JobHub may be used by potential employers with the foundU Platform. JobHub will allow the foundU Platform access to your Data.

Mostly, almost, definitely free!!

If you are a job applicant or a work passport holder JobHub will always be free. Create your passport and keep it up to date. Apply for jobs. When you apply for a job only the employer who has posted the job will see your Data.

For employers JobHub is currently free. It will always be free if you are using a foundU Platform.

If you are not using a foundU Platform then we think it is fair that you get a year's free use of JobHub. After that we may keep going that way or propose some very reasonable pricing relative to your usage levels and always less than comparative available platforms.

If we do start charging we will agree some terms around payment terms, frequency and methods.

Serious stuff

As a condition of your use of JobHub, you agree to comply with the following obligations:

Access Obligations

You must ensure that all usernames and passwords required to access JobHub are kept secure and confidential. You must immediately notify JobHub of any unauthorised use of your passwords or any other breach of security, and you must take all other actions that JobHub reasonably requires to maintain or enhance the security of foundU's computing systems and networks, and your access to JobHub.

You indemnify us against any claims, loss or damage of any kind relating to any breach, misuse or unauthorised use of your computer systems, security systems or passwords, or any unauthorised disclosure of Data.

You must not:

- attempt to undermine the security or integrity of our computing systems or networks (including third party networks);
- use, or misuse, JobHub in any way which may impair the functionality of JobHub or impair the ability of any other User of JobHub;
- attempt to gain unauthorised access to any materials other than those to which you have been given express permission to access or to the computer system on which JobHub is hosted;
- transmit, or input into JobHub any files that may damage any other person's computing devices or software, content that may be offensive, or material or data in violation of any law (including data or other material protected by copyright or trade secrets which you do not have the right to use); nor
- attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver JobHub.

Communication Conditions

You must not use JobHub for posting or disseminating any material unrelated to the use of JobHub. This includes but is not limited to:

- offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software;
- content that may be offensive to any other Users of JobHub; or
- material or activities in violation of any law or the rights of any third party (including material that is protected by copyright or trade secrets which you do not have the right to use, and material that is defamatory, discriminatory, misleading or deceptive).

We are under no obligation to ensure that the Data on JobHub is legitimate nor that it is related only to the use of JobHub.

We may in our absolute discretion remove any communication at any time.

Service Rules

You must not misuse JobHub. For example, you must not try to access JobHub using a method other than using the interface and following the instructions and restrictions that we provide. You may use JobHub only as permitted by law.

You must not create any "links" to any part of JobHub, or "frame" or "mirror" any content contained in, or accessible through JobHub on any server or internet-based device without our prior written consent. Other than as provided by us, you may not use any data mining, screen scraping or similar software or other data gathering, analysis or extraction tools or processes on JobHub, except with our prior written consent.

It will be a breach of this Agreement if you:

- use any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access JobHub in a manner that sends more request messages to the JobHub servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser;
- take any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; or
- bypass the measures we may use to prevent or restrict access to JobHub, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of JobHub or the content therein.

Help!

Technical Problems

JobHub is an intuitive and easy to use Platform. In the case of technical problems you must make all reasonable efforts to investigate and diagnose problems (including consulting foundU's online foundU/JobHub HelpDesk before contacting us. If you still need technical help, please log a support ticket via the HelpDesk.

Service Availability

While we intend that JobHub should be available 24 hours a day, seven days a week, it is possible that on occasions JobHub may be unavailable for maintenance or other development activity to take place, or for reasons beyond our reasonable control.

If for any reason we interrupt JobHub for longer periods than foundU would normally expect, or JobHub is interrupted due to reasons beyond our reasonable control, we will use reasonable endeavours to publish details of such activity on our website or to notify you by email.

See you later...

Term & Termination

This Agreement will continue for 12 months or earlier if either party terminates by giving 30 days' notice to the other party.

Renewal

At the expiration of each 12 month term this Agreement may be renewed for a further period on agreed terms and conditions.

Breach

If you or your business:

- breach this Agreement and do not remedy the breach within 14 days after receiving notice of the breach, if the breach is capable of being remedied; or
- breach this Agreement and the breach is not capable of being remedied; or
- become insolvent or go into liquidation or have a receiver or manager appointed over any of your assets, or make any arrangement with your creditors, or become subject to any similar insolvency event in any jurisdiction,

then we may take any or all of the following actions, in our absolute discretion:

- terminate this Agreement and your use of JobHub;
- permanently or temporarily, as determined by us, suspend your use of JobHub.

Expiry or Termination

You acknowledge and agree that the following provisions will survive termination or expiry of this Agreement, this clause, the Other Legal Stuff clause and the Privacy and Data Protection clause.

Other Legal Stuff

Acknowledgment

By registering to use JobHub you acknowledge that you have read, understood and accepted this Agreement and agree to this Agreement. You are also acknowledging that you have the authority to act for any person or entity on behalf of whom you are using JobHub.

You acknowledge that:

- You are authorised to agree to this Agreement and to access and use the Data.
- foundU has no responsibility to any person other than you and nothing in this Agreement confers, or purports to confer, a benefit on any person other than you.

No Warranties

We do not warrant that JobHub will meet your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

Limitation of Liability

Nothing in this Agreement is intended to exclude or limit our obligations or liability to you which may not be excluded or limited by law, including statutory guarantees and obligations implied by the Australian Consumer Law or the Australian Competition and Consumer Act.

Entire Agreement

This Agreement, together with the foundU Privacy Policy and the terms of any other notices or instructions given to you under this Agreement, constitute the entire agreement between you and us relating to JobHub.

Waiver

If either party waives any breach of this Agreement, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

Amendments

We may amend this Agreement from time to time. If we do so, we will post a notice of the amended agreement on our website. You will be deemed to have accepted any amendments if you continue to use JobHub after the date of a notice of amendment.

Delays

Neither party will be liable for any delay or failure in performance of its obligations under this Agreement if the delay or failure is due to any circumstance outside its reasonable control. This clause does not apply to any obligation to pay money.

Assignment

You may not assign or transfer any rights under this Agreement to any other person without our prior written consent. We may assign this Agreement or the benefit of this Agreement, or it may novate this Agreement, in its discretion to any third party. This clause constitutes your consent in advance to any such assignment or novation.

Governing law and jurisdiction

The law of Australia, and specifically Queensland, governs this Agreement. You agree to submit to the exclusive jurisdiction of the courts of Australia and Queensland for all disputes arising out of or in connection with this Agreement.

Severability

If any part or provision of this Agreement is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. To the extent that there are any conflicts between this Agreement and those policies, this Agreement will prevail.

Notices

Any notice given under this Agreement by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to us must be sent to jobhub@foundu.com.au or to any other email address notified by email to you by our authorised representative. Notices to you will be sent to the email address which you provided when you signed up for JobHub.

Interpretation

In the interpretation of this Agreement, no clause will be construed or interpreted against the party that will benefit from the clause because it was drafted or put forward by that party.