



TERMS AND CONDITIONS

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEBSITE OR APP, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEBSITE.

These terms of use ("Terms of Use") apply solely to your access to, and use of, the vouchfor.com.au website (the "Site") and any related sub-domains, and the services provided through the Site or mobile app. These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with VouchFor for products, Services or otherwise. If you are using the Site or the Service on behalf of any entity, you represent and warrant that you are authorised to accept these Terms of Use on such entity's behalf, and that such entity agrees to indemnify you and VouchFor for violations of these Terms of Use. Amendments to the Terms of Use; VouchFor reserves the right to change or modify any of the terms and conditions contained in the Terms of Use or any policy or guideline of the Site, at any time and in its sole discretion. Any changes or modification will be effective immediately upon posting of the revisions on the Site and a prominent notice, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this Site following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should frequently review the Terms of Use and applicable policies from time-to-time to understand the terms and conditions that apply to your access and use of the Site and the Service. If you do not agree to or cannot comply with the amended terms, you must stop using the Site. If you have any question regarding the use of the Site or the VouchFor Service, they should be directed to info@vouchfor.com.au.

Definitions

"Site" OR "Website"	means www.vouchfor.com.au .
"Users"	means anyone who is a user of the Website above, whether you have signed up or not, Contractor, Referrer or Employer.
"User Content"	means any content that is uploaded to the Website, whether this be text, image, video or audio.
"Contractor" or "Candidate"	means any person or persons that are looking for a job using the Website or have been referred for a job.
"Referrer"	means any person or persons that is using the Website to refer a candidate or contractor to an Employer for a job as advertised on the VouchFor Website.
"Employer"	means any person or company that has advertised or offered a job through the VouchFor Website.
"Referrer Commission"	means the ongoing 1.5% daily rate paid to the referrer once a contractor starts getting paid.
"Contractor Bump"	means the ongoing 1% extra paid to the contractor on a daily basis above their negotiated daily rate.

1. Privacy Policy

Please refer to our Privacy Policy for information on how VouchFor collects, uses and discloses personally identifiable information from its users. Your use of the Site and the Service is subject to the terms of the Privacy Policy which is incorporated by reference and made a part of the Terms of Use. It is important that you read and understand the terms of our Privacy Policy.

2. Intellectual Property

1. All Content included on the Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of VouchFor, our affiliates or other relevant third parties. By continuing to use the Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other relevant laws.
2. Subject to sub-clause 2.1 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Site unless otherwise indicated on the Site or unless given express written permission to do so by VouchFor.
3. Material from the Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

3. Injunctive Relief

In the event you are in breach of these Terms and Conditions or cause them to be breached or infringe VouchFor's intellectual property rights you agree we would have just cause to seek relief and restraint of your conduct through a Court Order or other appropriate Instrument or method.

4. Use of communication facilities

1. When using the enquiry form or any other system on the Site you should do so in accordance with the following rules:
 1. You must not use obscene or vulgar language;
 2. You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
 3. You must not submit Content that is intended to promote or incite violence;
 4. It is advised that submissions are made using the VouchFor language(s) as we may be unable to respond to enquiries submitted in any other languages;
 5. The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;
 6. You must not impersonate other people, particularly employees and representatives of VouchFor or our affiliates; and
 7. You must not use our system for unauthorised mass-communication such as "spam" or "junk mail".
2. You acknowledge that VouchFor reserves the right to monitor any and all communications made to us or using our system.
3. You acknowledge that VouchFor may retain copies of any and all communications made to us or using our system.
4. You acknowledge that any information you send to us through our system or post on the system may be modified by us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon our use of such information must be communicated to us in advance and we reserve the right to reject such terms and associated information.

5. Registration Data; Account Security

In consideration of your use of the Site and the VouchFor Service, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; and (c) maintain and promptly update the Registration Data, and any other information you provide to VouchFor, to keep it accurate, current and complete. We endeavour to use reasonable security measures to protect against unauthorised access to your account. You agree to immediately notify VouchFor of any unauthorised use

or your account, or any other breach of security at info@vouchfor.com.au and you accept all risks of unauthorised access to the Site, the Registration Data and any other information you provide to VouchFor.

6. Hyperlinks

1. This Site may contain links to other sites. Unless expressly stated, these sites are not under the control of VouchFor or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Site does not imply any endorsement of the sites themselves or of those in control of them.
2. Those wishing to place a link to this Site on other websites may do so only to the home page of the site VouchFor.com.au without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of VouchFor. To find out more please contact us by email at info@vouchfor.com.au.

7. Third Party Content

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and VouchFor.

8. Advertisements and Promotions; Third-Party Products and Services

VouchFor may run advertisements and promotions from third parties on the Site or may otherwise provide information about or links to third-party products or services on the Site. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. VouchFor is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such non-VouchFor advertisers or third party information on the Site.

9. User Content Areas

1. The Site includes screens in which you or other users create, post or store job postings, descriptions, messages, comments, materials, data, information, text, music, sound, photos, video, graphics, applications, code, materials or other items or content on the Site ("User Content"). You are solely responsible for the User Content you post and for your use and you do so at your own risk. By using the Site, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site any of the following:
 1. User Content that is false, misleading, unlawful, libellous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
 2. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, provincial, state, national or international law, including, without limitation, any laws applicable to job postings and referrals and to employment or employment referral services;
 3. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
 4. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
 5. Unsolicited promotions, political campaigning, advertising or solicitations; Personal information of any third party that is sensitive, including, without limitation, Social Security numbers and credit card numbers;
 6. Viruses, corrupted data or other harmful, disruptive or destructive files; or User Content that, in the sole judgment of VouchFor, is objectionable or which restricts or inhibits any other person from using or enjoying the site, or which may expose VouchFor or its users to any harm or liability of any type.
2. In addition, you agree not to:
 1. Use the Site in any unlawful manner or in a manner that violates the rights of others, the Terms of Use or any local, provincial, state, national or international law or regulation;

2. Use the Site in any manner that could disrupt, damage, disable, overburden, impair or affect the performance of the Site or interfere with or attempt to interfere with any other user's use of the Site;
 3. Harvest or collect email addresses or other contact information of other users from the Site by electronic or other means, use the Site to send, either directly or indirectly, any unsolicited bulk e-mail or communications or unsolicited commercial e-mail or communications or use the Site for any reasons unrelated to the purpose of the Site;
 4. Impersonate any person or entity or misrepresent your age, identify or affiliation with a person or entity;
 5. Solicit passwords or personally identifying information for commercial or unlawful purposes;
 6. Engage in any harassing, intimidating, predatory or stalking conduct;
3. In addition, if you are an employer:
 1. Post any job openings that are not legal, current or accurate or that you do not intend to fill within 60 days of the posting date;
 2. Circumvent or attempt to circumvent VouchFor by contacting candidates that you have identified via the Site other than through the Site;
 3. You may only create accounts, post jobs and act on behalf of your current employer and by doing so confirm you have the expression permission of your employer to carry out any and all actions taken by you on the VouchFor platform. You may not represent any company other than your employer without express written permission granted by a VouchFor executive and the Employer you wish to represent.
 4. VouchFor reserves the right to deactivate an employer's access to the Site where the above terms have not been met.
 4. In addition, if you are a candidate:
 1. Post any information about yourself that is not current or accurate;
 2. Circumvent or attempt to circumvent VouchFor by contacting employers that you have identified via the Site other than through the Site;
 3. VouchFor reserves the right to deactivate a contractors access to the Site where the above terms have not been met.
 5. In addition, if you wish to participate in a referral process:
 1. Recommend individuals you know would not be suitable for the positions posted by employers you connect them with; or
 2. Encourage or enable any other individual to do any of the foregoing.
 3. VouchFor reserves the right to deactivate a referrers access to the Site where the above terms have not been met.

10. Limitation of Liability

1. To the maximum extent permitted by law, VouchFor accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Site or any information contained therein. Users should be aware that they use the Site and its Content entirely at their own risk and understand and accept that VouchFor uses all reasonable endeavours to ensure the Site operates properly at all times but we make no warranties as to the availability or accessibility of the Site or any features of the Site and we reserve the right to alter any part of the Site at any time and to deactivate or cancel the Site at any time and for any reason.
2. Nothing in these Terms and Conditions excludes or restricts VouchFor's liability for death or personal injury resulting from any proven gross negligence or fraud on the part of VouchFor.
3. Nothing in these Terms and Conditions excludes or restricts VouchFor's liability for any direct or indirect loss or damage arising out of the proven incorrect provision of Service or out of reliance on proven incorrect information included on the Site.
4. Whilst every effort has been made to ensure that these Terms and Conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This Term shall apply only within jurisdictions where a particular term is unlawful, invalid or unenforceable.

11. Service Interruptions

Interruptions. You acknowledge that: (i) your access to and use of the Site and/or the provision of the VouchFor Service may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Site and/or the Service for any reason, including as a result of power outages, system failures or other interruptions; and (ii) we are entitled, without any liability to you, to suspend access to any portion or all of the Site and/or the Service at any time (a) for scheduled downtime to permit us to conduct maintenance or make modifications to the Site and/or the Service; (b) in the event of a denial of Service attack or other attack on the Site or other event that we determine, in our sole discretion, that a risk to the Service, to you or to any of our other users may be created if the Service were not suspended; or (c) in the event that we determine that any Service is prohibited by law or we otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons (collectively, "Service Interruptions"). No Liability. VouchFor shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur as a result of any Service Interruption. Notice of Interruption. To the extent we are able, we will endeavour to post updates on the Site, and through other means (e.g. Twitter or our blog) regarding any Service Interruption and resumption of Service following any such suspension, but shall have no liability for the manner in which we may do so or if we fail to do so.

12. Indemnification

You agree to defend, indemnify and hold harmless VouchFor, its independent contractors, service providers, referrers and consultants, and their respective shareholders, officers directors, employees and agents (collectively, the "Indemnified Parties"), from and against any and all claims, suits (actual or threatened), damages, losses, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) suffered, incurred or sustained by any of the Indemnified Parties or to which any of the Indemnified Parties become subject at any time, arising out of or related to (i) any job openings, referrals or other User Content you post, store or otherwise transmit on or through the Site.

13. Disclaimer

1. VouchFor makes no warranty or representation that the Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate.
2. We make no guarantee of any specific results from the use of our Service or Services.
3. No part of this Site is intended to constitute advice and the Content of this Site should not be relied upon when making any decisions or taking any action of any kind.
4. No part of this Site is intended to constitute a contractual offer capable of acceptance.
5. Whilst VouchFor uses reasonable endeavours to ensure that the Site is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.
6. The Job postings and other materials on this site are provided on an "as is" basis without warranties expressed or implied and VouchFor disclaims all other warranties express or implied.

14. Changes to the Service and these Terms and Conditions

VouchFor reserves the right to change the Site, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Site following the changes. If VouchFor is required to make any changes to Terms and Conditions by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

15. Termination; Cancellation of Your Account

Termination. VouchFor may terminate your account immediately (i) in the event of breach or violation of the Terms of Use by you or (ii) as set forth in the section 13 "Disclaimer" above). Surviving Obligations. All provisions of the Terms of Use which by their nature should survive the termination of an agreement shall survive the termination of the Terms of Use, including, without limitation, ownership provisions, warranty disclaimers, limitations of liability and indemnification. Termination of your access to and use of the Site and the Service shall not relieve you of any obligations arising or accruing prior to such expiration or termination or limit any liability which you otherwise may have to VouchFor, including without limitation any indemnification obligations contained herein.

16. Taxation Law

If you are an Australian citizen and subject to Australian taxation laws you confirm as a user of the VouchFor Platform that you are not using the platform as an Enterprise and are therefore not subject to GST. You agree that you are using the VouchFor Platform as a private recreational pursuit or in a private or domestic nature. Should you be using the VouchFor Platform in any other jurisdiction you agree to abide by the taxation laws of that jurisdiction.

17. Invoicing and Payments

1. Employers will begin to be invoiced once the Job Offer Accepted status has been set by the candidate. Invoices will be issued fortnightly from the day of employment based on timesheets submitted by the candidate and approved by the employer. Invoices will have 7 day payment terms from the date of invoice. Employers will be invoiced the total daily rate plus, administration fees as well as payroll tax and GST. VouchFor will pay the Referrer, Contractor, ATO and VouchFor Fees.
2. Referrer fees are set at 1.5% of the daily rate negotiated.
3. The Contractor bump is set at 1% of the daily rate negotiated.
4. If VouchFor terminates your user account because you have breached the Terms and Conditions, you will be still obligated to pay the open invoices, and you will not be entitled to any payment.
5. Late payments to VouchFor shall bear interest at a rate equal to the interest rate VouchFor is subject to from Archer Solutions or the highest rate permitted by law in case this is higher. Failure to pay the applicable fees or charges when due, may result in a terminated account.

18. Foreign Currency

VouchFor displays only Australian currency.

When VouchFor generates an invoice the currency will be set as Australian Currency only. Payments to Referrers are based on this value only.

It is the responsibility of the employer to pay in Australian currency to VouchFor or any conversion as a result will need to be the responsibility of the employer.

19. Law and Jurisdiction

These Terms and Conditions and the relationship between you and VouchFor shall be governed by and construed in accordance with the Laws of Australia and VouchFor and you agree to submit to the exclusive jurisdiction of the Courts Australia.

20. Questions & Contact Information

Questions or comments about the Site may be directed to VouchFor at the email address info@vouchfor.com.au.

