



Introducing App Terms of Use

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Welcome to the Introducing App (**Introducing**). You've been invited by a recruiter to join the Introducing platform so that they can introduce you to their clients and recruitment colleagues in a more meaningful and expressive way.

Set out below are the terms of use for Introducing. These terms of use are entered into between us, Introducing Pty Ltd (ABN 41 629 926 085) and our related entities (**we, us, our** and other similar expressions) and you, the candidate (**you, your** or other similar expressions). Before you use Introducing, it is important that you read, understand, and agree to these terms of use.

1. Acceptance of these terms of use

- 1.1 Your use of and access to Introducing is subject to these terms of use. Before you submit any video through Introducing, it is important that you read, understand, and agree to these terms of use. If you do not accept these Subscription Terms, you can't submit videos through Introducing, sorry.

2. Right to use

- 2.1 In order to use Introducing, you must be 18 years or over and be invited by a recruiter (who will provide a unique access code by email) to download and use the Introducing App.

3. Our role

- 3.1 We provide Introducing to enable potential candidates for employment to provide short videos to recruiters for potential placement with employers.
- 3.2 We only act as a platform for the exchange of content and communication between you, recruiters who use Introducing and any potential employers who are clients of those recruiters.
- 3.3 We have no control over and do not take any responsibility for the use or disclosure of the content you post through Introducing.



4. Your use of Introducing

- 4.1 You must only use Introducing to provide videos to recruiters when invited to via your unique access code, for consideration by potential employers.
- 4.2 You must ensure that your access and use of Introducing is not illegal or prohibited by laws that apply to you.
- 4.3 If you upload a video or any other content through Introducing (**Content**), you warrant to us that:
- (a) you have obtained all consents, licences or permits necessary to include any images, names or likeness of persons and any identifiable third-party properties in the Content;
 - (b) the use of the Content as contemplated in these terms of use does not infringe the rights of any third party;
 - (c) the Content is not false, inaccurate or misleading, defamatory, unlawfully threatening or unlawfully harassing, obscene and does not contain pornography;
 - (d) the sharing of the Content will not violate any applicable law;
 - (e) the Content does not contain any trap door, Trojan horse, virus, worm, spy-ware, or other harmful code or disabling device or any virus designed to limit or destroy the functionality of other computer software or hardware.
- 4.4 You must not, nor cause or permit a third party to:
- (a) use Introducing in a manner or for a purpose which is improper, immoral or fraudulent, which infringes any person's intellectual property rights, or which restricts or interferes with our provision of Introducing to any recruiters or other users;
 - (b) reverse engineer, reverse assemble or reverse compile or copy or duplicate or modify or make derivative works of or re-sell all or part of Introducing (or any of our intellectual property rights in Introducing)
 - (c) gain or attempt to gain unauthorised access to Introducing, computer systems or networks connected to Introducing, including through hacking, password mining or any other means; or
 - (d) use data mining, robots, screen scraping or similar data gathering and extraction tools on Introducing for establishing, maintaining, advancing or reproducing information contained in Introducing, on your own website or in any other publication, or for your own personal use or benefit (other than as expressly set out in these terms of use), except with our prior written consent.



5. Data and privacy

- 5.1 We are committed to protecting your privacy. We take all reasonable precautions to protect personal information that you upload to Introducing but do not warrant the security of that information.
- 5.2 For further information on how we deal with personal information, please see our [Privacy Policy](#).
- 5.3 The recruiter (or recruiters) who invite you to download and use Introducing (**Recruiters**) will receive your Content directly through Introducing. Only Recruiters who invited you to use Introducing will have access to your Content (other than us, for administrative purposes).
- 5.4 By providing us with your Content, you grant us and the Recruiters a license to use, reproduce, modify, adapt, publish and display your Content through Introducing for recruitment purposes. You also consent to our use of any other personal information of yours given to us by Recruiters, for recruitment purposes.
- 5.5 We are not responsible for any Recruiter's subsequent use and disclosure of your Content once posted through Introducing. Recruiters are responsible for collecting the Content and may share the Content or any other personal information you provide through Introducing with their clients (ie potential employers).
- 5.6 For further information on how Recruiters will use and disclose your Content and any other personal information you upload to Introducing, please contact the Recruiters who have invited you to use Introducing directly.

6. Service Availability

- 6.1 While we intend to use reasonable endeavours to make Introducing available for your use on a 24 hour a day, seven days a week basis, you agree that service continuity is not assured and that Introducing is provided on an 'as is' basis. In particular, you agree that on occasions Introducing may be unavailable or have limited availability including:
- (a) to permit routine or emergency maintenance to take place;
 - (b) to permit upgrades or other development activity to take place;
 - (c) due to technical malfunctions of your software, equipment or infrastructure (e.g. telecommunications connectivity, network congestion or delays);
 - (d) due to a force majeure event; or
 - (e) due to clause 6.3 applying.



6.2 In the case of technical problems which adversely affect your use of Introducing, you must make all reasonable efforts to investigate and diagnose problems before contacting us. If you still need technical help, you must notify us promptly via email to hello@introducing.io

6.3 We may temporarily limit or suspend the availability of all or part of Introducing if it is necessary for reasons of public safety, security or maintenance of Introducing, interoperability of services, data protection or to perform work that is necessary for operational or technical reasons.

7. Term

7.1 These terms of use apply to your use of and access to Introducing from the date you first accept these terms of use and continue until either you or we terminate your account with Introducing in accordance with these terms of use.

7.2 You may terminate your account with Introducing by deleting the Introducing App from your device and giving us at least 7 days' notice in writing (including by email) that you would like us to deactivate your account.

7.3 We may terminate your account with Introducing at any time, including if:

- (a) we decide to no longer provide Introducing; or
- (b) you are in breach of these terms of use.

8. Suspension

8.1 We may without notice suspend your access to Introducing if:

- (a) you breach these terms of use; or
- (b) we reasonably believe that your access and use of Introducing will cause technical incapacity to Introducing which will continue unless access or use is suspended.

8.2 If we do need to suspend your access to Introducing, we'll act promptly to restore your access as soon as we're satisfied that the reason for suspension has been dealt with.

9. Limitation of liability

9.1 Nothing in these terms of use is or should be interpreted as an attempt to modify, limit or exclude any right or remedy, or any guarantee, term, condition, warranty, undertaking, inducement or representation, implied or imposed by legislation which cannot be modified, limited or excluded.



9.2 You agree that you do not rely on any guarantee, term, condition, warranty, undertaking, inducement or representation made by us or on our behalf which is not expressly stated in these terms of use. In particular, we make no warranty or representation that:

- (a) this website or Introducing will always be available, accessible, secure or operate without error;
- (b) Introducing will be fit for your purposes; or
- (c) use of Introducing will improve your, or any other person's, opportunities for employment.

10. Indemnity

10.1 You agree to hold harmless and indemnify us and our officers, agents and employees against any loss, damage, costs or expenses that we, or any of our officers, agents and employees, may incur in connection with your breach of these terms of use or any other legal obligation, your use of Introducing or any use of Introducing using an account registered in your name.

10.2 The indemnity in this clause is a continuing obligation, separate and independent from the other obligations of the parties. This indemnity will not be affected by any matter including without limitation, the termination, renewal or extension of these terms of use or any indulgence, waiver or other concession given by us unless we agree in writing.

11. Variations

11.1 We may amend or update these terms of use from time to time.

11.2 If any change to these terms of use will significantly affect the provision of Introducing, we will give you at least 14 days' notice of the change by email.

11.3 If you do not agree to any change to these terms of use, you can terminate your subscription to Introducing in accordance with clause 7.2.

11.4 You agree:

- (a) to periodically check this website to ensure that you understand the requirements of the current terms of use; and
- (b) that your continued use of Introducing will represent an agreement by you to be bound by the terms of use as amended.



12. General

- 12.1** These terms of use constitute the entire understanding between the parties and supersede all previous and contemporaneous communications, representations, or agreements with respect to your access and use of Introducing.
- 12.2** No failure or delay of either party in exercising any right, power, or privilege under these terms of use (and no course of dealing between the parties) operates as a waiver of any such right, power or privilege. No waiver of any default on any one occasion constitutes a waiver of any subsequent default. No single or partial exercise of any right, power, or privilege precludes the further or full exercise of such right, power or privilege.
- 12.3** If any provision of these terms of use is held to be unenforceable, the parties agree to substitute the affected provision with an enforceable provision that approximates the intent and economic effect of the affected provision.
- 12.4** If any one or more of the provisions of these terms of use are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction or a panel of arbitrators, the remaining provisions of these terms of use will be unimpaired and will remain in full force and effect.
- 12.5** Each party must do everything reasonably required by the other to give full effect to these terms of use.
- 12.6** These terms of use and all matters regarding the interpretation and/or enforcement of these terms of use, are governed exclusively by the laws in force in the State of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.