



Supaglu Pty Ltd – Website Terms Of Use

Where **Supaglu Pty Ltd** (Supaglu) introduces either by mail, telephone or e-mail any candidate for an assignment or employment then the introductions shall be subject to our Standard Terms of Business as applicable. We will provide all of our clients with a copy of the Standard Terms of Business applicable to them at the point of registration or following registration. These Terms of Use are in addition to and not in substitution for our Standard Terms of Business.

Your use of this Site

Supaglu provides you access to the Supaglu.com.au site in order to help you at every stage of the recruitment process and potentially to offer you other specialist services.

You will not use the Site for, or to encourage, any unlawful purpose; nor post or transmit on the Site inaccurate, incomplete or false information (including in the case of candidates, biographical information about yourself and/or information about your ability to work in Australia or elsewhere); nor will you post or transmit on the Site any libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material. You confirm that you will not post or transmit on the Site any material which contains any virus or other disabling devices which interferes or may interfere with the operation of the Site; or which alters or deletes any information which you have no authority to alter or delete; or which overloads the Site by spamming or flooding it. You will not use any device, routine or software to crash, delay, or otherwise damage the operation of this Site. You further confirm that you will not take any action that affects Supaglu's reputation or that defames, abuses, harasses or threatens others.

Supaglu in its sole discretion shall determine your compliance with the above and shall have the right to prevent you from using the Site and/or to delete from the Site immediately and without prior notice any material that it deems not to comply or to be objectionable for any reason.

Links to or from other Sites

As a convenience to users, this Site may contain links to external websites and you may be offered a number of automatic links to other sites, which may interest you. We accept no responsibility for or liability in respect of the content of those sites.



Intellectual property rights

All of the information contained on this Site is the © of Supaglu Pty Ltd (trademark pending 2022). All trade marks, logos, software or any other or any other of its intellectual property rights are the exclusive property of Supaglu Pty Ltd. You may not download, copy or print any of the pages of the Site except for your own personal use, and provided you keep intact all copyright and proprietary notices. No copying or distribution for any business or commercial use is allowed. No framing, harvesting, "scraping" or other manipulation of the content of the Site is permitted. You will not attempt to decipher, disassemble, reverse engineer or modify any of the software, coding or information comprised in the Site; nor will you post to the Site any material which infringes any intellectual property rights of any third party.

Changes to or temporary unavailability of this Site

Every effort is made to keep the Site up and running smoothly and fault-free. However, Supaglu takes no responsibility for, and will not be liable for, the Site being temporarily unavailable for reasons of maintenance / improvement, or due to technical issues beyond our control. We may change, suspend or discontinue any aspect of the Site at any time, including the availability of any of the Site features, databases or content. Supaglu may amend these Terms of Use at any time by posting amended Terms of Use to the Site. You will be deemed to have agreed to the amended Terms of Use when you next use this site following any amendment.

Termination

We may at our absolute discretion deny you access to this Site (which may include any of the services or information available through it) or any part of it at any time without explanation.

Liability and Disclaimer

The information contained on this Site including any salary information or surveys are given in good faith and Supaglu uses all reasonable efforts to ensure that it is accurate. However, Supaglu gives no representation or warranty in respect of such information and all such representations and warranties, whether express or implied, are excluded.

No liability is accepted by Supaglu for any loss or damage which may arise out of any person relying on or using any information on this Site. Supaglu shall not be liable to any person relying on or using any such information for (a) loss of revenue, loss of actual or anticipated salary; loss of actual or anticipated profits whether arising in the normal course of



business or otherwise (including, without limitation, loss of profits on contracts); loss of or damage to employment prospects; loss of opportunity; loss of the use of money; loss of anticipated savings; loss of business; loss of goodwill; loss of or damage to reputation; loss of or corruption to data; loss of management or administration time, legal and other professional fees and expenses; or (b) any indirect or consequential loss or damages however caused (including without limitation by reason of misrepresentation, negligence, other tort, breach of contract or breach of statutory duty) which arise directly or indirectly from the subject matter of this Site. However, nothing in the above shall limit or exclude Supaglu' liability for fraud or for death or personal injury caused by negligence, or to the extent otherwise not permitted by law.

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

We do not guarantee that any employer or client will ask for a candidate's information, or will interview or hire a candidate, or that any candidates will be available or will meet the needs of any employer or client. We make no representation or warranty as to the final terms and duration of any appointment obtained through this Site. Whilst we take all reasonable endeavours to ensure it is the case, we do not guarantee that any employer or client will keep confidential any candidate information or data provided to them.

There is no charge for candidates to submit details for consideration to Supaglu. Supaglu charges clients for the provision of recruitment services.

If any provision of these terms and conditions is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

Your use of the Site and downloads from it, and the operation of these terms and conditions, shall be governed in accordance with the laws of South Australia. The Australian courts shall have exclusive jurisdiction over any dispute arising out of the use of this website.

Supaglu.com.au is the web site for Supaglu Pty Ltd, a company registered in Australia and New Zealand (ACN 662 095 025) whose registered office is Suite 3, 26 - 30 The Parade West, Kent Town SA 5067

In case of any query regarding the information on this web site, please contact Kirsty Parkin kparkin@supaglu.com.au

Last updated 21 November, 2022