

# Acceptable Use Policy

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## 1. General

You, each User, each Authorized User, and each Member, must provide a consistent and high level of courtesy, respect and professionalism toward each other User and comply with this Acceptable Use Policy (AUP) and the Terms of Service You must use good judgement, and comply with any applicable code or standards, when posting information, comments, feedback, or other content regarding us, other Users, or any other third party anywhere within the Platform. Any content that you submit via the Platform must not be Prohibited Content and must not contain any information enabling or requesting contact or payment outside the Platform. You must take your own precautions (including antivirus software) to ensure that your access to the Platform and Services does not expose you to viruses or other code that is harmful or may assist in causing harm.

## 2. Prohibited Content

You must not use the Platform or the Services to upload, store, send or transmit any content that is:

- racist, hateful, violent, defamatory, harassing, abusive, threatening, malicious, inflammatory or otherwise objectionable;
- pornographic, sexually explicit, obscene or excessively profane;
- unlawful, or encourages unlawful conduct;
- fraudulent, false, misleading or deceptive or likely to mislead or deceive;
- infringes or violates, or encourages the infringement or violation of, any Person's rights, including Intellectual Property, confidentiality, security or privacy rights or other laws;
- amounts to commercial advertising of any other website, product or service; or
- contains any link to any website that includes any of the above types of content.

## 3. Prohibited Conduct

You agree that it is a condition on your use of the Platform and the Services that you will not:

- mislead or deceive others or engage in any conduct which is misleading or deceptive (or likely to mislead or deceive);
- by any act or omission, engage in conduct that is discriminatory, unlawful or a breach of Law;
- do anything prohibited in clause 4 relating to the safety of Users or the security of the Platform; or
- promote, encourage, or facilitate hate speech, violence, or discrimination based on race, gender, religion, or any other characteristics protected by law.

#### **4. Safety and Security**

We do our best to keep the Platform safe, however we cannot guarantee safety. You agree to help us keep the Platform safe and agree that you will not, on or through the Platform or in connection with the Services:

- upload, send or transmit any Prohibited Content, or otherwise bully, intimidate, or harass any User or any other person;
- engage in unlawful conduct, including in any multi-level marketing such as a pyramid scheme; or to post, send or transmit unauthorized commercial or electronic communications (such as spam);
- upload viruses or other malicious code or content;
- solicit login information or access an Account belonging to someone else;
- do anything that could disable, overburden or impair the proper working or appearance of the Platform, such as a denial of service attack or interference with page rendering or other Platform functionality;
- violates the usage rules of us, or any entity affected by your use, including without limitation any ISP or telecommunications service provider; or any telecommunications, email or software service; including by circumventing any technological restriction, or exceeding applicable usage restrictions; or
- facilitate or encourage any of the above or any other violations of this Agreement or our policies set out on our Website, You must not create any "links" to any part of the Platform, or "frame" or "mirror" any content contained in, or accessible through, the Platform, on any server or internet-based device without our prior written consent. Other than as provided by the Platform or Services, you may not use any data mining, screen scraping or similar software

or other data gathering, analysis or extraction tools or processes on the Website, except with our prior written consent.

## 5. Your Responsibilities

- You are responsible for ensuring the systems and machines that you connect to the Services are secure, for the security of your login and password, and for complying with any Platform security notifications.
- The Platform may be available in a number of configurations with optional features. You are responsible for your use of the Platform and its features, and for the content of your communication

## 6. Local Laws and Regulations

- You must comply with all Laws that apply to your use of the Platform, or that otherwise apply to you, in the jurisdiction where you are located.
- Violation of the AUP may result in the suspension or termination of your Account in accordance with the Terms of Service.

## Definitions

In this AUP the following phrases have the following meanings:

**Account** means the User's account in the Platform.

**Address** means, in respect of a User, each of the User's email address and postal address (where the User can usually be contacted) registered for that User's Account.

**Authorised User** means Users authorized by a Client to access the Platform or Solution for internal recruitment, talent pooling and employment related purposes and which may include, in its absolute discretion, its employees, contractors, agents or other personnel, or its related bodies corporate, subsidiaries or affiliates, and their respective personnel, or other third parties, such as recruitment and managed service providers.

**Client** means an entity, organisation or individual which has a commercial arrangement with us which permits them to use our Services and/or Platform, primarily to search for, contact or otherwise engage with Members for recruitment and talent pooling purposes.

**Connection** (also **Talent Community Connection**) means an agreement between a Member and a Client to be connected for potential employment opportunities and related communication. It can arise in a number of ways, for example through a Member choosing to join a Client's Talent Community, applying for a job, or accepting a contact

request or invitation sent from a Client.

Employment Contract means any contract between a Member and an employer, whether as an employee, independent contractor or otherwise.

**Intellectual Property** means any and all intellectual property rights (whether statutory, common law or otherwise), including all rights in inventions, patents, patent applications, utility models, copyright (including future copyright), trademarks, logos and design marks, service marks, trade names, business names, brand names, designs, know how, trade secrets and rights in confidential information, domain names, other names and locators associated with the world wide web, internet addresses, semiconductor or circuit layout rights, and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

**Labour Laws** means any applicable laws or regulations, relating to the terms and conditions of employment, health and safety, anti-child labour, anti-bonded labour, modern slavery or anti-slavery laws.

**Laws** means any applicable local, state, national or international law or regulation, including without limitation, the Privacy Laws, Labour Laws, Spam and Marketing Laws, anti-discrimination and equal opportunity laws; and all tax laws, export restrictions and applicable sanctions regimes.

**Humanforce Talent (formerly LiveHire)** means Humanforce Talent (formerly LiveHire) Ltd.

**Humanforce Talent (formerly LiveHire) Affiliates** means each of Humanforce Talent's (formerly LiveHire) subsidiaries or related bodies corporate, including Humanforce Talent (formerly LiveHire) US, Inc.

**LVH Group** means Humanforce Talent (formerly LiveHire) and each of the Humanforce Talent (formerly LiveHire) Affiliates.

**Losses** means all claims, legal proceedings, judgements, adjudications, damages, liabilities, losses (including losses of revenue), costs, and expenses (including reasonable attorneys'/lawyers' fees and all related costs and expenses on a solicitor and own client basis).

**Member** means a User who registers with the Platform as a candidate and uses the Platform and/or the Services primarily to search for, contact or otherwise engage with Clients or other Users for their own purposes.

**Minimum Age** means 16 years old. However, if applicable law requires that you must be older in order for you to legally enter into this Agreement or for Humanforce Talent

(formerly LiveHire) to lawfully give you access to the Platform and to provide the Services to you without parental consent (including using your Personal Information) then the Minimum Age is such older age.

**Person** means any individual, candidate, company, partnership, joint venture or other legal entity or entities.

**Personal Information** means information or an opinion about an identified individual, or an individual who is reasonably identifiable: (a) whether the information or opinion is true or not; and (b) whether the information or opinion is recorded in a material form or not.

**Platform** means the Website and all associated software, apps, files, emails, SMS, pictures, data, hardware, technology, business systems and processes and other resources.

**Privacy Law** means any law that applies to you and your use of the Platform and relating to the collection, use, disclosure or processing of personal information, including but not limited to, the Spam and Marketing Laws, Canada's Personal Information Protection and Electronic Documents Act, the US Children's Online Privacy Protection Act of 1998, the California Consumer Privacy Act, the New Zealand Privacy Act 2020, Australia's Privacy Act 1988, the UK GDPR or EU GDPR.

**Prohibited Content** means any content that we determine:

- is racist, hateful, violent, defamatory, harassing, abusive, threatening, malicious, inflammatory or otherwise objectionable;
- is pornographic, sexually explicit, obscene or excessively profane;
- is unlawful or encourages unlawful conduct;
- is fraudulent, false, misleading or deceptive or likely to mislead or deceive;
- infringes or violates, or encourages the infringement or violation of, any Person's rights, including Intellectual Property, confidentiality, security or privacy rights;
- amounts to commercial advertising of any other website, product or service; or
- contains any link to any website that includes any of the above types of content.

**Service Providers** include a range of parties to whom we outsource certain functions of our business for our back-office, IT, professional support services (such as partners, service providers, contractors, suppliers, distributors and agents, including IT and web support contractors, cloud service providers, finance agencies, marketing partners and analysis companies).

**Services** means any products, goods or services that we or any Client or Service Provider provide to or for you, whether or not via the Platform.

**Spam and Marketing Laws** means any law relating to telemarketing, spam, or electronic communications, including without limitation, Australia's Spam Act 2003, the U.S Telephone Consumer Protection Act of 1991, the US Do-Not-Call Implementation Act of 2003, and Canada's Anti-Spam Legislation.

**User** means a Person whose name is specified during an online registration process to create an Account on the Platform in the name of that Person, whether that Person then uses the Platform as a Member, or on some other basis; or as an Authorized User on behalf of, a Client or Service Provider, or on some other basis.

**Website** means the website(s) located at [www.humanforce.com](http://www.humanforce.com), [www.humanforce.com.au](http://www.humanforce.com.au), our Blog and all other related domains and subdomains.

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