

## WEBSITE TERMS OF SERVICE

### 1 TERMS OF SERVICE

- 1.1 Welcome to <https://talentmatchafrica.io/> (**Site**).
- 1.2 This Site is owned and operated by Outcome.life Pty Ltd trading as TalentMatch Africa (referred to in these terms as **TALENTMATCH AFRICA, we, us, and our**). Please take the time to read the terms of use (**Terms**) that are applicable to the use of this Site and the content made available to you via this Site and our social media channels. These Terms together with our <Privacy Policy> apply to all Site visitors, subscribers, customers, and all other users of the Site (**user, you and your**).
- 1.3 We would appreciate if you would take some time to read the conditions set out below as they apply to your use and enjoyment of our Site.

### 2 CONSENT TO SITE TERMS

- 2.1 By accessing and using this Site, our social media channels and any other materials made available to you or provided to you on this Site, whether made available for purchase or not, you are taken to accept our Terms.

### 3 NO MINORS

- 3.1 By using the Site, accessing or purchasing any of our products or services, you warrant that you:
  - (a) are over 18 years of age and have the legal capacity to enter into a legally binding contract;
  - (b) have read and accepted these Terms; and
  - (c) will comply with these Terms.

### 4 CHANGES TO THESE TERMS

- 4.1 We reserve the right to change or modify these Terms at any time consistent with applicable laws and principles, without notice to you. These changes will be effective as of the date we post the revised version on this Site. It is your responsibility to review these Terms prior to use and periodically throughout your use of our Site and services. If at any time you choose not to accept these Terms, you should not use this Site.
- 4.2 By remaining on this Site and your continued use of this Site is deemed acceptance of any modifications or amendment of these Terms. You may also be deemed to accept these Terms where you click "Agree" or "Accept" or "Buy" where such an option is made available to you during your use of the Site. If you're uncertain about the Terms or anything else on our Site, please contact us <here>.

### 5 INTELLECTUAL PROPERTY

- 5.1 The Site, products and services may contain intellectual property owned by us and / or by third-parties that license the content to us (**Third-Party Licensed Intellectual Property**), including, without limitation, trademarks, copyrights, proprietary information, designs, patents and other intellectual property rights, as well as the business name, logo, all designs, text, videos, audio files, graphics, other files, and software (**Content**).
- 5.2 Your use of the Site, the services and access to any Content does not grant or transfer any rights, title or interest to you in relation to this Site, the services, products, the Content or the Third-Party Licensed Intellectual Property.

### 6 NO COMMERCIAL USE

- 6.1 You may not for any commercial purpose modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, copy, reproduce or perform, or in any way exploit in any format whatsoever the Site, services or the Content, our Intellectual Property and Third-Party Licensed Intellectual Property in whole or in part without our prior written consent.
- 6.2 We reserve the right to immediately remove your access to our Site, products and services, Content, without refund, if you are found to be violating these Terms.

## **7 LINKS TO OTHER WEBSITES**

- 7.1 The Site and our social media channels may have links to other sites operated by third parties. Unless we expressly tell you otherwise, we do not in any way, endorse, control or approve of and nor are we responsible for the content on those websites. It's up to you to decide if those websites and their content work for you, and we recommend that you investigate and do your homework to find that out.

## **8 PRICES AND PAYMENT**

- 8.1 Unless expressly provided otherwise, any prices shown on the site or our social media channels are in Australian Dollars (AUD) and are inclusive of any Australian Goods and Services Tax (GST) (as applicable). The prices indicated on the Site may change at anytime without advance notice to you.
- 8.2 We reserve the right at any time to modify or discontinue any product or service without notice at any time. We shall not be liable to you, or to a third-party for any modification, price change, suspension or discontinuance of the product or service.
- 8.3 We may from time to time provide discounted and/or promotional products and / or services to you. The terms of such discounts and/or promotions are established by us at our discretion and may be varied or revoked at any time.
- 8.4 We offer customers of the Site the option to pay for the products and / or services by credit card or such other method of payment as notified by us from time to time. You acknowledge and agree to make timely and full payments to us for the products and/or services purchased. Where you use a credit card, you warrant that you have the necessary rights and authority to use that credit card. You authorise us to automatically charge the credit card on file for any and all payment balances owed and agree to keep all billing information current at all times. Where you fail to make payment or payment is declined for any reason, we may revoke your access to the services and/or products.

## **9 INFORMATION**

- 9.1 Our Site may have articles and content (**Informational Content**) that is of a general nature and is not intended to constitute or replace professional advice. Informational Content does not take into account your specific needs or circumstances. The information contained on the Site is not a substitute for obtaining advice specific advice from a suitably qualified professional.

## **10 SUBMITTING CONTENT TO SITE AND SOCIAL MEDIA**

- 10.1 We always appreciate interaction on our social media channels and feedback about our Site, products and services. Through the use of this Site or the use of products / services offered by TALENTMATCH AFRICA, you may be invited to submit a review. You can also comment on our blog or other parts of our Site or interact with us via our social media channels.
- 10.2 Where you do decide to submit such feedback or comments, you represent and warrant that (a) you are the sole author and owner of the intellectual property and any other rights in that content (or have the right to use that content with appropriate consents and permissions) (b) give us permission to post or otherwise use that feedback on our social media or other channels and (c) you waive any and all existing and future moral rights (as defined in the Copyright Act 1968(Cth) in the content you provide us; (d) the content does not violate these Terms; and (e) you are at least 18 years old.
- 10.3 We reserve the right to remove a review or comment if such review or comment contains (a) libelous or otherwise unlawful, hurtful, abusive or obscene material; (b) attacks our employees or another contributor; (c) contains material that discloses your personal information; or (d) is unrelated to the post or content to which you have reviewed or commented on.
- 10.4 Our Site and social media channels may feature user reviews of the products and/or services as well as blogs by guest bloggers, these reviews and content of the guest blogs in no way represent the views or opinions TALENTMATCH AFRICA or its owners, shareholders, employees or others, but are the sole product of its creator. We disclaim all liability with respect to any content submitted by the user or guest blogger.

## **11 PROHIBITED USE**

- 11.1 In addition to any other prohibitions, you must not, under any circumstances use the Site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, or state regulations, rules, laws, or local ordinances and (d) attempt to change, remove, deface, hack or otherwise interfere with this Site or any material or content displaced on the Site.

## **12 COOKIES**

- 12.1 By using this Site, you consent to the use of cookies. Cookies are small text files that are stored on your device to help us improve your experience on the Site.
- 12.2 We use cookies to track user activity, enhance site performance, and analyze how users interact with our website. You can choose to accept or decline cookies through your browser settings; however, declining cookies may affect your ability to use certain features of the Site.

## **13 WARRANTIES AND DISCLAIMERS**

- 13.1 This Site is provided on an “as is” and “as available” basis and to the fullest extent permitted by law we make no representations or warranties about our Site and / or the products or services including that:
- (a) they are suitable, reliable, complete, secure, accurate or fit for any particular purpose; or
  - (b) access of the Site by you will be free of any harmful components (including viruses) or other code that is harmful or may assist in causing harm.

## **14 LIMITATION OF LIABILITY**

- 14.1 To the fullest extent permitted by applicable laws, in no event are we responsible for any losses and expenses however arising, including without limitation, any direct, indirect and/or present, unascertained, future or contingent, loss of use, loss of data, loss caused by a virus, loss of income or profit or projected profit, loss or damage to property, claims of third parties, or other losses of any kind or character arising from or in connection with your use of our Site and /or our products or services, your inability to access our Site, interruption or outage of our Site or the fact that content on our Site or in our services is inaccurate, incomplete or out of date. Our liability for any breach of a condition or warranty under these Terms shall be limited to the extent provided for by the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010).

## **15 OUR RIGHT TO BE INDEMNIFIED BY YOU**

- 15.1 To the fullest extent permitted by applicable laws, you agree to indemnify, and hold us and our related entities, affiliates, and our and their respective officers, agents and employees harmless from any loss, liability, claim, or demand, (including reasonable legal fees on a full indemnity basis), made by any third party due to or arising out of your use of this Site in violation of these Terms and/or arising from a breach of these Terms and/or any breach of your representations and warranties set out in these Terms or your breach of any law or the rights of a third party.

## **16 BREACH AND TERMINATION**

- 16.1 The agreement constituted between us by your use of the Site may be terminated (a) where you breach any provision of these Terms; or (b) at any time by us without notice, in which case all disclaimers and limitations of liability will survive termination, and you will no longer be authorised to access the Site.

## **17 SEVERABILITY**

- 17.1 If any term or provision of these Terms is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms will remain in full force and effect.

## **18 CEASING OUR WEBSITE**

- 18.1 We have the right to discontinue this Site. If we decide to do this, it can be at any time and may be without notice to you. We may also exclude any person from using our Site, at any time and at our sole discretion. We will not be responsible for any liability you may suffer arising from or in connection with any such discontinuance or exclusion.

## **19 ASSIGNMENT**

- 19.1 We are permitted to assign, transfer and subcontract our rights and/or obligations under these Terms without any notification or consent required. However, you are not permitted to assign, transfer or subcontract your rights and/or obligations under these Terms.

## **20 ENTIRE AGREEMENT**

- 20.1 These Terms (together with our Privacy Policy) contained on this Site, constitute the entire understanding and agreement between us and you, in relation to your use of this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, respect to this Site and your use of this Site.

## **21 GOVERNING LAW AND JURISDICTION**

- 21.1 All Terms shall be construed in accordance with and governed in all respects by the laws of the State of Victoria, Australia. In relation to any dispute, we ask that you contact us in the first instance so that both parties can, acting in good faith, resolve the dispute to our mutual satisfaction as quickly, cost effectively and efficiently as possible. Where a dispute cannot be resolved, you agree to submit to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia.

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