

# **RESUME HELPER PTY LTD SERVICE AGREEMENT TERMS OF USE**

## **1. ACCEPTANCE OF TERMS**

The services that Resume Helper Pty Ltd provides to a User is subject to the following Terms of Use ("TOU"). Resume Helper Pty Ltd reserves the right to update the TOU at any time without notice to the User. The latest version of the TOU can be reviewed by coming back to the FAQs page on the website.

- 1.1 This Agreement, which combines by reference other provisions applicable to use of [www.resumehelper.biz](http://www.resumehelper.biz), including, but not limited to, extra terms and conditions set forth hereof ("Supplemental Terms") governing the use of certain specific material contained in [www.resumehelper.biz](http://www.resumehelper.biz), sets forth the terms and conditions that apply to the use of [www.resumehelper.biz](http://www.resumehelper.biz) by the User. By using Resume Helper Pty Ltd (other than to read this Agreement for the first time), the User agrees to conform with all of the terms and conditions hereof. The right to use [www.resumehelper.biz](http://www.resumehelper.biz) is personal to the User and is not transferable to any other person or entity. The user is responsible for all use of the User's Account (under any screen name or password) and for ensuring that all use of the User's Account observes fully with all the provisions of this Agreement. The User shall be responsible for protecting the confidentiality of the User's password(s) if any.
- 1.2 Resume Helper Pty Ltd will have the right at any time to change or discontinue any aspect or feature of [www.resumehelper.biz](http://www.resumehelper.biz), including, but not limited to, content, hours of availability, and equipment needed for access or use.

## **2 CHANGED TERMS**

Resume Helper Pty Ltd will have the right at any time to amend or change the terms and conditions applicable to the User's use of [www.resumehelper.biz](http://www.resumehelper.biz) or any part of it, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, amendments, additions or deletions will be immediately effective upon notice thereof, which may be given by means including, but not limited to, posting on [www.resumehelper.biz](http://www.resumehelper.biz), or by electronic or conventional mail, or by any other means by which the User obtains notice thereof. Any use of [www.resumehelper.biz](http://www.resumehelper.biz) by the User after such notice will be regarded as to represent acceptance by the User of such changes, amendments or additions.

### **3 DESCRIPTION OF SERVICES**

Through its Web property, Resume Helper Pty Ltd provides the User with access to a variety of resources, including download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are all subject to the TOU.

### **4 EQUIPMENT**

The User shall be responsible for getting and conserving all telephone, computer hardware, software and other equipment needed for access to and use of [www.resumehelper.biz](http://www.resumehelper.biz) and all charges related thereto.

### **5 USER CONDUCT**

- 5.1 The User shall use [www.resumehelper.biz](http://www.resumehelper.biz) for lawful purposes only. The User will not post or transmit through [www.resumehelper.biz](http://www.resumehelper.biz) any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would be a criminal offense, give rise to civil liability or otherwise violate any law, or which, without Resume Helper's specific prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in Resume Helper's discretion restricts or inhibits any other User from using or enjoying [www.resumehelper.biz](http://www.resumehelper.biz) will not be permitted. The User shall not use [www.resumehelper.biz](http://www.resumehelper.biz) to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with Resume Helper Pty Ltd.
- 5.2 [Www.resumehelper.biz](http://www.resumehelper.biz) contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of [www.resumehelper.biz](http://www.resumehelper.biz) are copyrighted as a collective work under the Australian copyright laws. Resume Helper Pty Ltd owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. The User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. The User may download copyrighted material for the User's personal use only. Except as otherwise clearly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the specific permission of Resume Helper Pty Ltd and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. The User acknowledges that it does not acquire any ownership rights by downloading copyrighted material.

- 5.3 The User shall not upload, post or otherwise make available on [www.resumehelper.biz](http://www.resumehelper.biz) any material protected by copyright, trademark or other proprietary right without the specific permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with the User. The User shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a presentation. By presenting material to any public area of [www.resumehelper.biz](http://www.resumehelper.biz), the User automatically grants, or warrants that the owner of such material has clearly granted Resume Helper Pty Ltd the royalty-free, perpetual, irrevocable, non-exclusive right and licence to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. The User also permits any other User to access, view, store or reproduce the material for that User's personal use. The User hereby grants Resume Helper Pty Ltd the right to edit, copy, publish and distribute any material made available on [www.resumehelper.biz](http://www.resumehelper.biz) by the User.
- 5.4 The foregoing provisions of Section 5 are for the benefit of Resume Helper Pty Ltd its subsidiaries, affiliates and its third-party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

## **USE OF SERVICES**

The Services may contain email services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable the User to communicate with others (each a "Communication Service" and collectively "Communication Services"). The User agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, the User agrees that when using the Communication Services, the User will not:

- 5.5 Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- 5.6 Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- 5.7 Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- 5.8 Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, for example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless the

User own or control the rights thereto or have received all necessary consent to do the same.

- 5.9 Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- 5.10 Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programmes that may damage the operation of another's computer or property of another.
- 5.11 Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
- 5.12 Download any file posted by another user of a Communication Service that the User knows, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- 5.13 Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- 5.14 Restrict or inhibit any other user from using and enjoying the Communication Services.
- 5.15 Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- 5.16 Harvest or otherwise collect information about others, including email addresses.
- 5.17 Violate any applicable laws or regulations.
- 5.18 Create a false identity for the purpose of misleading others.
- 5.19 Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

Resume Helper Pty Ltd has no obligation to monitor the Communication Services. However, Resume Helper Pty Ltd reserves the right to review materials posted to the Communication Services and to remove any materials in its sole discretion. Resume Helper Pty Ltd reserves the right to terminate the User's access to any or all of the Communication Services at any time, without notice, for any reason whatsoever. Resume Helper Pty Ltd reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Resume Helper's sole discretion.

Materials uploaded to the Communication Services may be subject to posted limitations on usage, reproduction and/or dissemination; the User is responsible for adhering to such limitations if the User downloads the materials.

Always use caution when giving out any personally identifiable information in any Communication Services. Resume Helper Pty Ltd does not control or endorse the content, messages or information found in any Communication Services and, therefore, Resume Helper Pty Ltd specifically disclaims any liability with regard to the Communication Services and any actions resulting from the User's participation in any Communication Services. Managers and hosts are not authorised Resume Helper's spokespersons, and their views do not necessarily reflect those of Resume Helper Pty Ltd.

## **6 MEMBER ACCOUNT, PASSWORD, AND SECURITY**

If any of the Services requires the User to open an account, the User must complete the registration process by providing Resume Helper Pty Ltd with current, complete and accurate information as prompted by the applicable registration form. The User also will choose a password and a user-name. The User is entirely responsible for preserving the confidentiality of the User's password and account. Furthermore, the User is entirely responsible for any and all activities that occur under the User's account. The User agrees to notify Resume Helper Pty Ltd immediately of any unauthorised use of the User's account or any other breach of security. Resume Helper Pty Ltd will not be liable for any loss that the User may incur as a result of someone else using the User's password or account, either with or without the User's knowledge. However, the User could be held liable for losses incurred by Resume Helper Pty Ltd or another party due to someone else using the User's account or password. The User may not use anyone else's account at any time, without the permission of the account holder.

## **7 NOTICE SPECIFIC TO SOFTWARE AVAILABLE ON [YOUR WEBSITE ADDRESS]**

Any software that is made available to download from the Services ("Software") is the copyrighted work of Resume Helper Pty Ltd and/or its suppliers. Use of the Software is governed by the terms of the end user licence agreement, if any, which accompanies or is included with the Software ("License Agreement"). An end user will be unable to instal any Software that is accompanied by or includes a licence Agreement, unless he or she first agrees to the licence Agreement terms.

The Software is made available for download solely for use by end users according to the licence Agreement. Any reproduction or redistribution of the Software not in accordance with the licence Agreement is clearly prohibited by law and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

**WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS CLEARLY PROHIBITED, UNLESS SUCH REPRODUCTION OR**

REDISTRIBUTION IS CLEARLY PERMITTED BY THE LICENCE AGREEMENT ACCOMPANYING SUCH SOFTWARE. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENCE AGREEMENT. EXCEPT AS WARRANTED IN THE LICENCE AGREEMENT, RESUME HELPER PTY LTD HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER SPECIFIC, IMPLIED OR LEGAL, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

FOR YOUR CONVENIENCE, RESUME HELPER PTY LTD MAY MAKE AVAILABLE AS PART OF THE SERVICES OR IN ITS SOFTWARE PRODUCTS, TOOLS AND UTILITIES FOR USE AND/OR DOWNLOAD. RESUME HELPER PTY LTD DOES NOT MAKE ANY ASSURANCES WITH REGARD TO THE ACCURACY OF THE RESULTS OR OUTPUT THAT DERIVES FROM SUCH USE OF ANY SUCH TOOLS AND UTILITIES. PLEASE RESPECT THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS WHEN USING THE TOOLS AND UTILITIES MADE AVAILABLE ON THE SERVICES.

## **8 NOTICE SPECIFIC TO DOCUMENTS AVAILABLE ON [YOUR WEBSITE ADDRESS]**

Permission to use Documents (such as white papers, press releases, datasheets and FAQs) from the Services is granted, provided that

- 8.1 the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear,
- 8.2 use of such Documents from the Services is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and
- 8.3 no modifications of any Documents are made. Accredited educational institutions, such as universities, private/public colleges, and state community colleges, may download and reproduce the Documents for distribution in the classroom. Distribution outside the classroom requires specific written permission. Use for any other purpose is clearly prohibited by law and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

RESUME HELPER PTY LTD AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED AS PART OF THE SERVICES FOR ANY PURPOSE. ALL SUCH DOCUMENTS AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. RESUME HELPER PTY LTD AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER SPECIFIC, IMPLIED OR LEGAL, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-

INFRINGEMENT. IN NO EVENT SHALL RESUME HELPER PTY LTD AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION AVAILABLE FROM THE SERVICES.

THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE SERVICES COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. RESUME HELPER PTY LTD AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

#### **9 NOTICES REGARDING SOFTWARE, DOCUMENTS AND SERVICES AVAILABLE ON THIS SITE**

IN NO EVENT SHALL RESUME HELPER PTY LTD AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION AVAILABLE FROM THE SERVICES.

#### **10 MATERIALS PROVIDED TO RESUME HELPER PTY LTD OR POSTED AT ANY OF ITS YOUR WEBSITE ADDRESSES**

Resume Helper Pty Ltd does not claim ownership of the materials the User provides to Resume Helper Pty Ltd (including feedback and suggestions) or post, upload, input or submit to any Services or its associated services for review by the general public, or by the members of any public or private community, (each a "Presentation" and collectively "Presentations"). However, by posting, uploading, inputting, providing or presenting ("Posting") User's Presentation the User is granting Resume Helper Pty Ltd, its affiliated companies and necessary sub-licensees permission to use the User's Presentation in connection with the operation of their Internet businesses (including, without limitation, all Resume Helper's Services), including, without limitation, the licence rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat the User's Presentation; to publish the User's name in connection with the User's Presentation; and the right to sublicense such rights to any supplier of the Services.

No compensation will be paid with respect to the use of the User's Presentation, as provided herein. Resume Helper Pty Ltd is under no obligation to post or use any Presentation the User may provide

and Resume Helper Pty Ltd may remove any Presentation at any time in its sole discretion. By Posting a Presentation the User warrants and represents to own or otherwise control all of the rights to the User's Presentation as described in these Terms of Use including, without limitation, all the rights necessary for the User to provide, post, upload, input or submit the Presentation s.

In addition to the warranty and representation set forth above, by Posting a Presentation that contains images, photographs, pictures or that are otherwise graphical in whole or in part ("Images"), the User warrants and represents that (a) the User is the copyright owner of such Images, or that the copyright owner of such Images has granted the User permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of the User's use and as otherwise permitted by these Terms of Use and the Services, (b) the User have the rights necessary to grant the licences and sublicenses described in these Terms of Use, and (c) that each person depicted in such Images, if any, has provided consent to the use of the Images as set forth in these Terms of Use, including, by way of example, and not as a limitation, the distribution, public display and reproduction of such Images. By Posting Images, the User is granting (a) to all members of the User's private community (for each such Images available to members of such private community), and/or (b) to the general public (for each such Images available anywhere on the Services, other than a private community), permission to use the User's Images in connection with the use, as permitted by these Terms of Use, of any of the Services, (including, by way of example, and not as a limitation, making prints and gift items which include such Images), and including, without limitation, a non-exclusive, worldwide, royalty-free licence to - copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat the User's Images without having the User's name attached to such Images, and the right to sublicense such rights to any supplier of the Services. The licences granted in the preceding sentences for any Images will terminate at the time the User completely remove such Images from the Services, provided that, such termination shall not affect any licences granted in connection with such Images prior to the time the User completely remove such Images. No compensation will be paid with respect to the use of the User's Images.

## **11 DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY**

- 11.1 THE USER CLEARLY AGREES THAT USE OF WWW.RESUMEHELPER.BIZ IS AT THE USER'S SOLE RISK. NEITHER RESUME HELPER PTY LTD, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT WWW.RESUMEHELPER.BIZ WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF WWW.RESUMEHELPER.BIZ, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH WWW.RESUMEHELPER.BIZ.
- 11.2 WWW.RESUMEHELPER.BIZ IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER SPECIFIC OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER



THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

- 11.3 THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORISED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOUR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. USER SPECIFICALLY ACKNOWLEDGES THAT RESUME HELPER PTY LTD IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH THE USER.
- 11.4 IN NO EVENT WILL RESUME HELPER PTY LTD OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING WWW.RESUMEHELPER.BIZ OR THE RESUME HELPER PTY LTD SOFTWARE, BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE WWW.RESUMEHELPER.BIZ. THE USER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE SITE.
- 11.5 IN ADDITION TO THE TERMS SET FORTH ABOVE NEITHER, RESUME HELPER PTY LTD, NOR ITS AFFILIATES, INFORMATION PROVIDERS OR CONTENT PARTNERS SHALL BE LIABLE REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN WWW.RESUMEHELPER.BIZ, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO THE USER, OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM OR OCCASIONED THEREBY. NONE OF THE FOREGOING PARTIES SHALL BE LIABLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, PUNITIVE OR CONSEQUENTIAL DAMAGES.
- 11.6 FORCE MAJEURE – NEITHER PARTY WILL BE RESPONSIBLE FOR ANY FAILURE OR DELAY IN PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, WAR, RIOT, EMBARGOES, ACTS OF CIVIL OR MILITARY AUTHORITIES, FIRE, FLOODS, ACCIDENTS, SERVICE OUTAGES RESULTING FROM EQUIPMENT AND/OR SOFTWARE FAILURE AND/OR TELECOMMUNICATIONS FAILURES, POWER FAILURES, NETWORK FAILURES, FAILURES OF THIRD-PARTY SERVICE PROVIDERS (INCLUDING PROVIDERS OF INTERNET SERVICES AND TELECOMMUNICATIONS). THE PARTY AFFECTED BY ANY

SUCH EVENT SHALL NOTIFY THE OTHER PARTY WITHIN A MAXIMUM OF FIFTEEN (15) DAYS FROM ITS OCCURENCE. THE PERFORMANCE OF THIS AGREEMENT SHALL THEN BE SUSPENDED FOR AS LONG AS ANY SUCH EVENT SHALL PREVENT THE AFFECTED PARTY FROM PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.

## **12 LINKS TO THIRD-PARTY SITES**

THE LINKS IN THIS AREA WILL LET YOU LEAVE RESUME HELPER'S SITE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF RESUME HELPER PTY LTD AND RESUME HELPER PTY LTD IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. RESUME HELPER PTY LTD IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. RESUME HELPER PTY LTD IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY RESUME HELPER PTY LTD OF THE SITE.

Resume Helper Pty Ltd is a distributor (and not a publisher) of content supplied by third parties and Users. Accordingly, Resume Helper Pty Ltd has no more editorial control over such content than does a public library, bookstore, or newsstand. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third-parties, including information providers, Users or any other user of [www.resumehelper.biz](http://www.resumehelper.biz) are those of the respective author(s) or distributor(s) and not of Resume Helper Pty Ltd. Neither Resume Helper Pty Ltd nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose.

In many instances, the content available through [www.resumehelper.biz](http://www.resumehelper.biz) represents the opinions and judgments of the respective information provider, the User, or other user not under contract with Resume Helper Pty Ltd. Resume Helper Pty Ltd neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on [www.resumehelper.biz](http://www.resumehelper.biz) by anyone other than authorised Resume Helper Pty Ltd employee spokespersons while acting in their official capacities. Under no circumstances will Resume Helper Pty Ltd be liable for any loss or damage caused by a User's reliance on information obtained through [www.resumehelper.biz](http://www.resumehelper.biz). It is the responsibility of the User to evaluate the accuracy, completeness or usefulness of any information, opinion, advice, or other content available through [www.resumehelper.biz](http://www.resumehelper.biz). Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice, or other content.

## **13 UNSOLICITED IDEA PRESENTATION POLICY**

RESUME HELPER PTY LTD OR ANY OF ITS EMPLOYEES DO NOT ACCEPT OR CONSIDER UNSOLICITED IDEAS, INCLUDING IDEAS FOR NEW ADVERTISING CAMPAIGNS, NEW PROMOTIONS, NEW PRODUCTS OR TECHNOLOGIES, PROCESSES,

MATERIALS, MARKETING PLANS OR NEW PRODUCT NAMES. PLEASE DO NOT SEND ANY ORIGINAL CREATIVE ARTWORK, SAMPLES, DEMOS, OR OTHER WORKS. THE SOLE PURPOSE OF THIS POLICY IS TO AVOID POTENTIAL MISUNDERSTANDINGS OR DISPUTES WHEN RESUME HELPER'S PRODUCTS OR MARKETING STRATEGIES MIGHT SEEM SIMILAR TO IDEAS SUBMITTED TO RESUME HELPER PTY LTD. SO, PLEASE DO NOT SEND YOUR UNSOLICITED IDEAS TO RESUME HELPER PTY LTD OR ANYONE AT RESUME HELPER PTY LTD. IF, DESPITE OUR REQUEST THAT YOU NOT SEND US YOUR IDEAS AND MATERIALS, YOU STILL SEND THEM, PLEASE UNDERSTAND THAT RESUME HELPER PTY LTD MAKES NO ASSURANCES THAT YOUR IDEAS AND MATERIALS WILL BE TREATED AS CONFIDENTIAL OR PROPRIETARY.

#### **14 MONITORING**

Resume Helper Pty Ltd shall have the right, but not the obligation, to monitor the content of [www.resumehelper.biz](http://www.resumehelper.biz), including chat rooms and forums, to determine compliance with this Agreement and any operating rules established by Resume Helper Pty Ltd and to satisfy any law, regulation or authorised government request. Resume Helper Pty Ltd shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on [www.resumehelper.biz](http://www.resumehelper.biz). Without limiting the foregoing, Resume Helper Pty Ltd shall have the right to remove any material that Resume Helper Pty Ltd, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

#### **INDEMNIFICATION**

The User agrees to defend, indemnify and hold harmless Resume Helper Pty Ltd, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of Resume Helper Pty Ltd by the User or the User's Account.

#### **15 TERMINATION**

Either Resume Helper Pty Ltd or the User may terminate this Agreement at any time. Without limiting the foregoing, Resume Helper Pty Ltd shall have the right to immediately terminate the User's Account in the event of any conduct by the User which Resume Helper Pty Ltd, in its sole discretion, considers to be unacceptable, or in the event of any breach by the User of this Agreement.

#### **16 MISCELLANEOUS**

This Agreement and any operating rules for [www.resumehelper.biz](http://www.resumehelper.biz) established by Resume Helper Pty Ltd represents the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject

matter. This Agreement shall be construed in accordance with the laws of all states in Australia without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

## **17 COPYRIGHT NOTICE**

Resume Helper Pty Ltd its logos are trademarks of Resume Helper Pty Ltd, all rights reserved. All other trademarks appearing on Resume Helper Pty Ltd are the property of their respective owners.

## **18 TRADEMARKS**

The names of actual companies and products stated herein may be the trademarks of their respective owners. The example companies, organisations, products, domain names, email addresses, logos, people and events depicted herein are fictitious. No association with any real company, organisation, product, domain name, email address, logo, person, or event is intended or should be inferred.

Any rights not clearly granted herein are reserved.