

Last updated: 5 July 2025

**IMPORTANT** - Please read this document carefully as it governs the use of the website and any products and services you purchase and access via the website, and impacts your legal rights and obligations.

### 1. BACKGROUND

- 1.1 The website available at [www.thecareernetwork.com.au](http://www.thecareernetwork.com.au) (**website**) is owned and operated by Intalo Group Pty Ltd ACN 156 341 463 (**Intalo Group, we, our, us**).
- 1.2 By:
- (a) clicking any button or checking any checkbox indicating your agreement to, or approval of, these Terms and Conditions; or
  - (b) otherwise using the website,
- and in consideration of us providing you with access to the website, you agree these Terms and Conditions form a binding agreement between you and Intalo Group and govern your access to and use of this website and the purchase and use of any products and services via our website.
- 1.3 If you do not agree to these Terms and Conditions, you must not use or access this website or purchase our products and services.
- 1.4 We reserve the right to amend these Terms and Conditions from time to time without giving specific notice to you. We will publish the amended Terms and Conditions on the website.
- 1.5 You should periodically review the Terms and Conditions and, if you do not agree with any of the changes, you must cease using or accessing the website. By continuing to use the website, you will be deemed to have accepted the changes to the Terms and Conditions.

### 2. CHANGES TO WEBSITE, CONTENT AND ADDITIONAL TERMS

- 2.1 We may, from time to time and without notice:
- (a) change, add to, or remove Content (as defined in clause 7.4 below) or functionality of the website (including the types of products and services that you can access through the website); and
  - (b) cease, interrupt or withdraw access to the site for any reason, including for upgrades and maintenance of the website.
- 2.2 Some of the products and / or services that you can access or purchase through the website may have additional terms and conditions. The additional terms and conditions will be made available to you at the time you purchase the products and services.
- 2.3 By proceeding to access or order such products and / or services after being presented with the additional terms and conditions, such additional terms and conditions are binding on you and Intalo Group and form part of contract between the parties in respect of those particular products or services.

### 3. ACCOUNTS

- 3.1 Before you can access or purchase certain services or products available through the website, you must have an active account with us.
- 3.2 By creating an account, you warrant and represent to us that:
- (a) you are 18 years of age or older, or if you are under the age of 18, you have obtained the prior consent of your parent or guardian to access and/or use the website;

- (b) any information you submit is truthful and accurate, and that you will keep your account information up to date; and
  - (c) your use and access of the website or Content does not violate any applicable laws or regulations, including those in the jurisdiction where you are located when accessing the website.
- 3.3 We may, at our sole discretion, conduct such activities as we consider necessary and appropriate to verify your identity (and the accuracy of any registration information you have provided us) for the purpose of approving your account registration request or monitoring your use of the website and the products and services. As part of conducting these identity verification activities we may use registration information that you provide, together with information from third party sources.
- 3.4 When creating an account, you will be asked to choose a password. You must keep your account password confidential and secure, and you acknowledge and agree that you will be solely responsible for any activities engaged in using your account, whether or not access is authorised by you.
- 3.5 Your account is personal to you, and you may not transfer or assign your account to any other person. You agree not to use the account, username or password of another member of the website at any time, and must not disclose your account password to any third party.
- 3.6 If we need to send you any notices in writing, we may send these notices to you by e-mail or post using the contact details you have provided in your account information.
- 3.7 You can terminate your account at any time by contacting us - see section 20. Terminating your account will mean you no longer have access to any services or products that you purchased and which require an active account to access.
- 3.8 You must notify us immediately if you suspect any unauthorised use of your account or access to your password.

#### **4. ORDERING PRODUCTS AND SERVICES**

- 4.1 You may order products and services via our website that we make available from time to time.
- 4.2 All orders submitted by you via the website will constitute an offer to Intalo Group, and will be subject to acceptance by Intalo Group.
- 4.3 At the completion of the ordering process there will be a confirmation page showing the details of your order which you can print for your records. You will also receive an email confirming the details of the products and services you have ordered. This email will only be an acknowledgement and will not constitute acceptance of your order.
- 4.4 Acceptance of an order takes place when we notify you we have accepted the order or when the order is fulfilled (i.e. we provide you with access to or deliver the products or services ordered), whichever occurs first. On acceptance, the order is binding on you and Intalo Group even if your payment has not been processed beforehand. Intalo Group is not obliged to supply the products or services until it has accepted your order. Until the time when Intalo Group accepts your order, Intalo Group reserves the right to reasonably refuse to accept or process your order. For example, Intalo Group may refuse to accept an order:
- (a) where the products or services ordered are not available;
  - (b) where we cannot obtain confirmation that your payment has been authorised or received;
  - (c) if there has been a pricing or product/service description error;
  - (d) if you or the order do not meet any of the requirements of these Terms and Conditions; or
  - (e) if the order is to be delivered to or accessed outside of Australia.

- 4.5 For each order accepted, Intalo Group will supply the selected products and services in that order in accordance with these Terms and Conditions.
- 4.6 As part of the ordering process, you must provide us with all relevant details required to process your order, including, name, contact and billing / payment details.
- 4.7 If Intalo Group does not accept your order, if you have paid for the order, we will refund the amount that you paid in full via your original payment method.

## 5. PRICING AND PAYMENT

- 5.1 The prices for our products and services are as stated on the website at the time you place an order. Any price displayed is subject to change without notice.
- 5.2 Unless otherwise expressly indicated, all prices on the website are in Australian dollars and are inclusive of GST.
- 5.3 Unless we otherwise agree in writing, the order must be paid in full at the time of making the order.
- 5.4 Payment of an order can be made via any payment method accepted at the time by Intalo Group. Your payment will be subject to the terms and conditions of payment specified by the payment provider you choose. This may include an additional fee, which is usually calculated as a percentage of your total transaction cost. You will be advised of any fees that we charge, in relation to the use of your chosen payment method, at the time you place your order. We do not see or store details of your payment details (e.g. credit card) as all payment information is collected, processed and stored by our third party service provider.
- 5.5 The information, including pricing and product and service details, contained on the website may include inadvertent and occasional errors due to typographical mistakes, miscommunications and/or technical glitches. Intalo Group reserves the right to cancel orders and refund a customer's money due to these errors in the website or in advertising materials.

## 6. FULFILMENT AND DELIVERY

- 6.1 If we accept an order for services or non-physical products (e.g. downloadable software), unless otherwise specified at the time of ordering, such items will either be made available to you via your account on the website (i.e. you need to log in to access it) or will be sent to you via the email address you provided at the time of the order (as determined by Intalo Group).
- 6.2 Some products or services (such as downloadable software or documentation) may be password protected and / or contain digital rights management. You must not interfere with or attempt to circumvent any such measures, or assist any person to do so.
- 6.3 Any requests for refunds will be dealt with in accordance with applicable laws. If you have any concerns in relation to a product or service or believe you are entitled to a refund, please contact us (see section 20).

## 7. INTELLECTUAL PROPERTY

- 7.1 Intalo, Intalo Group, TCN The Career Network, TCN, EM17, careerED Group, Maverick Rose, Maverick Rose Group, Career Ahead Group, CareerAbility and GradMatch and their corresponding logos, are trade marks of Intalo Pty Ltd, Intalo Group or its related entities (**Our Trade Marks**).
- 7.2 Trade marks used on this website or in newsletters, offers or notifications to describe third parties and their products are trade marks of those third parties (**Third Party Trade Marks**).
- 7.3 You must not, and must not authorise any third person to use, copy, reproduce or modify:
  - (a) Our Trade Marks for any purpose, other than with the prior written consent of Intalo Group or as permitted by law; or

- (b) the Third Party Trade Marks for any purpose, other than with the permission of the relevant third party or as permitted by law.
- 7.4 All material on this website and in any products and services, newsletters, offers or notifications, including the text, information, graphics, logos, design, layout, audio-visual content-media and download materials (collectively, the "**Content**") is owned by or licensed to Intalo Group and its related entities. Any Content that is not publicly available on the website that we make available to you for access is also deemed to be our confidential information and you agree to keep it confidential.
- 7.5 We grant you a limited, non-exclusive, revocable and non-transferable licence to use the Content for the limited purpose of your own personal (non-commercial) use and in relation to any Content for a particular product or service you have purchased, any additional purposes (if any), subject to any usage limits (if any), specified in writing for the particular product or service at the time of purchase (**permitted purpose**). In respect of Content in any service or non-physical product you purchase (as opposed to Content generally available on our website), you are licensed to use that Content for the duration of the subscription period you purchased (or if there is no subscription period for that Content, until these Terms and Conditions are terminated).
- 7.6 If we cease to offer a product or service that you have purchased or if the Content for it becomes out of date and your subscription to access such Content has not expired, we may modify the Content or substitute a similar product or service (of a similar or higher value).
- 7.7 To the extent permitted by law, you must not:
  - (a) use the Content for any purpose other than the permitted purpose, except with our prior written consent;
  - (b) copy, transmit, transfer, communicate, disseminate, display, perform, reproduce, publish, license, transfer, or sell, offer to sell, market or otherwise on-distribute the Content;
  - (c) modify or make any alterations, additions or amendments to any part of the Content;
  - (d) create derivative works from any Content, information, software, or services obtained from the website, including to create products or services competitive with our products and services;
  - (e) convert the Content into a format other than the one in which it was supplied;
  - (f) reverse engineer, decompile, disassemble or otherwise attempt to discern the source code of the components of the Content or website or reproduce all or any portion of the said components; or
  - (g) remove, alter, circumvent or tamper with any trade marks, copyright notices, copyright protection devices, disclaimers or other legal notices from the Content or website.
- 7.8 All rights of Intalo Group and its licensors to Content that are not expressly granted under these Terms and Conditions are reserved.
- 7.9 By uploading, transmitting, posting or otherwise making available any material via the website (**User Content**):
  - (a) you retain ownership of the intellectual property rights (if any) in the User Content;
  - (b) you grant Intalo Group a perpetual, non-exclusive, worldwide, royalty-free, transferable licence to use, store, reproduce, edit and exploit the User Content in any form, in any media and for any purpose (including commercial purposes), including to publish and communicate the User Content on the website, and the right for us to sub-licence the foregoing rights to third parties;

- (c) you unconditionally consent to Intalo Group, its successors, assigns and sub-licensees using the User Content in a manner which would (but for this clause) infringe any of your moral rights (as defined by the *Copyright Act 1968* (Cth)) in the User Content;
  - (d) you warrant that to the extent your User Content contains any personal information or images of any individuals, you have obtained the prior written consent of such individuals for Intalo Group (and its sub-licensees) to use such personal information and images as part of the User Content in the manner contemplated by these Terms and Conditions without needing to pay any royalties or other amounts to such individuals; and
  - (e) you warrant that you have all necessary third party consents to upload the User Content and that our permitted use of the User Content in accordance with sub-clause (b) will not infringe any third party rights (including intellectual property rights) or breach any laws.
- 7.10 Intalo Group reserves the right to block or suspend any user of its website, and to modify or remove any User Content without notice. We have the right to disclose your identity to any third party who is claiming that any User Content posted or uploaded by you on the website constitutes a violation of their rights (including intellectual property rights, moral rights or privacy rights).
- 7.11 We are not responsible for, and accept no liability with respect to any User Content.
- 7.12 Without limiting clause 7.9, we reserve the right to aggregate and analyse data that we collect through the operation of the website. This may include data that is uploaded, transmitted, posted and otherwise generated by users of the website in the course of using the website, products and services. With this data, we may:
- (a) create datasets that may be used for any purpose (including commercial purposes such as licensing or selling the datasets to third parties). This may include without limitation using data analytics tools to produce data products for third parties such as reports, statistics and datasets for purposes including research and development, performance optimisation, system and data security, and the development of data products such as industry benchmarks, trends and indices. Such use will not directly identify you unless you provide your prior consent; and
  - (b) use the data to identify and offer you Intalo Group products and services (as well as products and services of our trusted partners) that we think you may be interested in, unless you have opted out from marketing.

## 8. REQUIREMENTS WHEN YOU USE THE WEBSITE

- 8.1 You must:
- (a) ensure the accuracy, completeness and lawfulness of any information or material you share upload to the website or share with other users through the website (including that you have any necessary consents of third parties to upload such information or material);
  - (b) not use the website in breach of any applicable laws or regulations;
  - (c) not use the website to send spam or unsolicited messages to other users or to harvest personal information and contact details of other users;
  - (d) not use the website to harm, abuse, harass, stalk, threaten or otherwise offend others;
  - (e) not frame or mirror any part of the website without our written authorisation; and
  - (f) not interfere with, disrupt, or create an undue burden on the website.
- 8.2 Without limiting the above, you must not and must not permit a third party to:
- (a) use any method or process (including data scraping, web-bots, collection or accumulation tool, robot, spider or scripted responses) for the purpose of obtaining, processing, copying,

replicating, distributing, reconfiguring, republishing, viewing, assessing, analysing, modifying or repackaging the Content;

- (b) circumvent, disable or otherwise interfere with security-related features of the website;
- (c) use (or attempt to use) the website or our products and services in an unauthorised manner to identify or discover pricing, the identity of any user, or any related business methodology or systems; or
- (d) do anything which will or may damage, disrupt access to or interfere with the proper operation of the website, or upload or permit any virus or malicious code to adversely affect this website or any associated equipment or data.

8.3 You are responsible for your own Internet connection, telecommunications and data costs when accessing and using the website.

8.4 You are responsible for implementing reasonable security and anti-virus software to prevent the introduction of viruses and malicious code into your computer systems and devices.

## 9. YOUR RELATIONSHIP WITH OTHER USERS OF THE WEBSITE

9.1 You are solely responsible for your interactions with other users through the website, including (but not limited to):

- (a) any material or information that is shared between you and any other users;
- (b) any material or information that is posted to the website; and
- (c) any transactions that are conducted or arranged through the website.

9.2 You acknowledge that we have no obligation to monitor your (or any other user's) use of the website, but we have the right to do so at any time for our own business purposes (including as necessary to assess your (or any other user's) compliance with these Terms and Conditions, to protect the security and integrity of the website and the Intalo Group platform, or to comply with any law or government authority request).

9.3 While we reserve the right to become involved in resolving disputes between you and other users where (and to the extent) we choose to do so, we are under no obligation to do so.

9.4 We may, in our discretion, choose to share information about users (including you) with other users where we think this may assist with resolving a dispute between the users. You agree that:

- (a) we may use and share your information with other users for this purpose; and
- (b) if we provide you with any such information of other users, you must only use that information for the purpose of resolving the dispute and for no other purposes.

## 10. INVESTIGATING PROHIBITED USES OF THE WEBSITE

10.1 We may, at any time and at our discretion, investigate any reported or suspected breach of these Terms and Conditions (or other unauthorised or unlawful use of the website) by you or any other user.

10.2 In conducting any investigation we may use data that we have logged in relation to your use of the website, or our products and services.

10.3 Following an investigation, we reserve the right to take such actions as we deem necessary to preserve the security and integrity of the website, the quality of our products and services and the reputation of Intalo Group. These actions may include (but are not limited to):

- (a) rejecting or taking down any User Content submitted;
- (b) suspending or terminating user accounts;

- (c) reporting any unlawful conduct to the appropriate authorities; and
- (d) otherwise taking appropriate legal action.

## 11. TERMINATION AND SUSPENSION

- 11.1 A party (**terminating party**) may terminate this agreement on notice to the other party if:
- (a) the other party is in breach of any term of these Terms and Conditions and does not rectify the breach within 7 days of receiving written notice to do so from the terminating party; or
  - (b) the other party becomes bankrupt, insolvent, is wound up or becomes subject to administration or receivership or any similar thing under any law.
- 11.2 We may suspend your access to the website (and your account and any Content) without notice to you where we reasonably believes your access should be suspended, including where:
- (a) necessary to comply with any law;
  - (b) we believe that there is a risk of fraud or security breach; or
  - (c) you are in breach of these Terms and Conditions.
- 11.3 You may terminate your account (and this agreement) at any time in accordance with clause 3.7.
- 11.4 Termination of your account and this agreement means you will no longer have access to any services or products that you purchased and which require an active account to access.
- 11.5 Upon termination of the agreement:
- (a) unless otherwise expressly specified for the particular product or service you have purchased, your licence to use any Content terminates and you must cease to access the website;
  - (b) termination will not affect any rights or remedies which a party may have otherwise under these Terms and Conditions or at law; and
  - (c) without limiting or impacting upon the continued operation of any clause which as a matter of construction is intended to survive the termination of this agreement, clauses 7.9, 7.12, 18 and this clause 11.5 survive the termination of the agreement.

## 12. ACCURACY AND SUITABILITY OF INFORMATION

- 12.1 While we make all reasonable efforts to ensure that accuracy and completeness of the information on the website that is provided by us (including any information in any Intalo Group newsletters, offers or notifications), to the extent permitted by law we give no warranty that such information is accurate, complete or up-to-date.
- 12.2 Intalo Group is not responsible for, and accepts no liability with respect to, any material made available on the website by another user or by any person other than Intalo Group. Intalo Group does not endorse any opinion, advice or statement made by any person other than Intalo Group.
- 12.3 You should make your own assessment of the accuracy, currency and suitability of any information on the website (or in any Intalo Group product, service, newsletter, offer or notification) for your own needs.
- 12.4 You acknowledge that you have not made known either expressly or by implication to us any purpose for which you require the products or service and you have the sole responsibility of satisfying yourself that any Content we provide is suitable for your use.
- 12.5 The information provided by Intalo Group through the website (and in any Intalo Group newsletters, offers and notifications), including our products and services, is general in nature and has not been tailored for your particular circumstances. You should obtain appropriate professional advice before relying on any such information.

### 13. COMMISSIONS AND REFERRAL FEES

13.1 You acknowledge and agree that:

- (a) we may pay a commission or referral fee to a third party that has referred you to our website which results in you purchasing our products and services; and
- (b) we may receive a commission or referral fee if you purchase products or services from a third party if we have referred you to that third party. For example, this may occur if you elect to purchase third party services available or advertised via our website or if you click on advertising on our website or in our newsletters or offers we send you.

### 14. LINKING AND THIRD PARTY CONTENT

- 14.1 The website (and our products, services, newsletters, offers and notifications) may contain links to or display the content of third parties (**Third Party Content**), including links to websites operated by other organisations and individuals (**Third Party Websites**).
- 14.2 Third Party Content and Third Party Websites are not under the control of Intalo Group. Intalo Group does not endorse, approve or make any warranty or claim regarding Third Party Content, Third Party Websites or the products, services or information available on any Third Party Website, or in respect of the owner or operator of a Third Party Website or their conduct.
- 14.3 If you use or rely upon Third Party Content or Third Party Websites, you do so solely at your own risk.

### 15. COOKIES

- 15.1 This website may use 'cookies' as part of its interaction with your internet browser. Cookies enable us to provide you with a superior, customer-oriented service. A 'cookie' is a small text file placed on your computer by our web server. A cookie can later be retrieved by our website servers. Cookies are frequently used on websites and you can choose if and how a cookie will be accepted by configuring your preferences and options in your browser. Cookies do not alter the operation of your computer or mobile device in any way.
- 15.2 It is recommended that you accept cookies to make full use of this website. Cookies may also be used to record non-personalised information such as the date or the pages accessed, for this website's administration, statistical and maintenance purposes. Any such information will be aggregated and not attributed to individual users.
- 15.3 Most web browsers allow you to disable cookies on your computer. If you disable cookies, you may be unable to use this website to the fullest and optimum extent.
- 15.4 We may use the cookies on the website (as well as data collected through these collected) for commercial purposes, including targeting and displaying advertising on our website and on third party websites, social media platforms and advertising networks.

### 16. PRIVACY

16.1 Privacy Collection Statement

- (a) Intalo Group may collect personal information (including information generated through your use of the website) in order to:
  - (i) provide the website functionality to you;
  - (ii) make certain offers and promotions available to you;
  - (iii) allow you to purchase, use and access products and services you purchase, and otherwise transact with you;

- (iv) monitor your access to and use of the website and the products and services you purchase; and
    - (v) if you provide your contact details, to contact and communicate with you, including via electronic messaging, in relation to your use of the website or our products and services.
  - (b) If you don't provide any of the information requested, Intalo Group may not be able to provide all of the website functionality, fulfil order requests or otherwise transact with you.
  - (c) Intalo Group may disclose the personal information it collects from or about you to members of Intalo Group's related bodies corporate and our or their service providers and suppliers who provide us with (or help us to provide) the website, our products and services. If you have signed up to a product or service at the direction of an employer or another entity you have a relationship with, we may disclose to them details of the extent of your use of such product and service (including engagement and progress with the product/service, frequency of access and any results).
  - (d) Some of our service providers operate in overseas locations (predominantly the United Kingdom) and we may therefore need to transfer your information overseas in order to provide our website functionality, services and products. Where we share your personal information with such entities, we will do so in compliance with privacy laws and will take steps to ensure that such entities agree to similarly protect that information.
  - (e) If you have been referred to us (for example by your employer or another entity), we may also collect certain personal information about you (such as your name and email) from that entity.
  - (f) Intalo Group's Privacy Policy is available at [thecareernetwork.com.au](http://thecareernetwork.com.au) and [intalo.com.au](http://intalo.com.au) and states how you can seek to access or correct any personal information Intalo Group holds about you, how to complain about a privacy breach and how Intalo Group will deal with a privacy complaint.
  - (g) We can be contacted in relation to any privacy matters at [support@thecareernetwork.com.au](mailto:support@thecareernetwork.com.au)
- 16.2 You agree that we may collect, hold, use and disclose your personal information (as defined in the Privacy Act 1988 (Cth)) in the manner described in these Terms and Conditions, our Privacy Policy and as otherwise permitted by applicable laws or any specific consents you provide.
- 16.3 The type of information that we may collect about you when you visit our website or interact with us depends on how you use our website or interact with us, but it may include the following:
- (a) personal details about you or provided by you - such as your name, contact details, such as your telephone number, postal address and email address, gender, occupation, age, date of birth, your requests, any complaints you may have and any other data we receive if we communicate with you (including via telephone, email, online or via social media), and any other information you provide;
  - (b) payment and purchase information - including data to make purchases, such as your payment account details, credit card and debit card numbers, expiration date, shipping and billing address and details of products purchased;
  - (c) preference and activity information – information about your preferences, needs, interests, opinions, activity and behaviour;
  - (d) account login information - including any information that is required for you to establish a user account, such as user name, password and security question and answer; and
  - (e) information collected automatically – including information about your device, IP address, device or service location, and browser, that we may collect.

- 16.4 If you choose to use certain features of the website, your information may be shared with other users as part of these features (for example, direct messaging and public forums). We ask that you carefully consider what information you choose to share and post on the public sections of the website.
- 16.5 To the extent that you provide us with any personal information of others, you warrant that you have obtained all necessary consents and other approvals required under applicable laws to provide that personal information to us, and that the receipt, use, disclosure and handling of that information by Intalo Group and our service providers in the manner contemplated by these Terms and Conditions will not breach any applicable laws (including the Privacy Act 1988 (Cth) and the Spam Act 2003 (Cth)).

## 17. AUSTRALIAN CONSUMER LAW

- 17.1 In these Terms and Conditions, "Australian Consumer Law" means Schedule 2 of the Competition and Consumer Act 2010 (Cth) and the corresponding provisions of state and territory fair trading legislation and the terms "Consumer" and "Consumer Guarantees" have the meaning given to them in the Australian Consumer Law.
- 17.2 The Australian Consumer Law provides Consumers with a number of protections including the Consumer Guarantees that cannot be excluded, restricted or modified. **Nothing in these Terms and Conditions has the effect of excluding, restricting or modifying a Consumer's rights under the Australian Consumer Law or any other statutory rights which cannot be excluded, restricted or modified.** However, where the Australian Consumer Law permits a supplier of goods or services to limit its liability for a failure to comply with a Consumer Guarantee, Intalo Group limits its liability in accordance with clause 18.2.

## 18. EXCLUSION OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY

- 18.1 All implied terms, conditions, guarantees and warranties which otherwise might apply to or arise out of these Terms and Conditions are excluded other than:
- (a) those set out in these Terms and Conditions; and
  - (b) any term, condition, guarantee or warranty which cannot lawfully be excluded or modified by agreement including those under the Australian Consumer Law (**Non-Excludable Terms**).
- 18.2 To the maximum extent permitted by law (but subject to clause 17), if Intalo Group is liable for any loss or damage suffered or incurred by you (including for a breach of a Non-Excludable Term) which arises out of or in connection with the website or the supply of our products or services, including where due to our negligence, Intalo Group's liability is limited (at its option, acting reasonably) to:
- (a) if the breach relates to products:
    - (i) the replacement of the products or the supply of equivalent products;
    - (ii) the repair of such products;
    - (iii) the payment of the cost of replacing the goods or of acquiring equivalent products; or
    - (iv) the payment of the cost of having the products repaired; and
  - (b) if the breach relates to services:
    - (i) the supplying of the services again; or
    - (ii) the payment of the cost of having the services supplied again.

- 18.3 Where you suffer any loss in connection with the use of the products or services, you must take all reasonable steps to minimise your loss, including notifying us without delay if there are steps we can take to help minimise your loss.
- 18.4 **WITHOUT LIMITING YOUR RIGHTS AND OUR OBLIGATIONS UNDER THE AUSTRALIAN CONSUMER LAW AND OUR LIABILITY TO YOU IF WE BREACH ANY NON-EXCLUDABLE TERMS (WHICH ARE SUBJECT TO CLAUSES 17 AND CLAUSE 18.2):**
- (a) the website, its functionality and Content is provided "as is" and on an as available basis;
  - (b) you assume all risks associated with your use of the website and the Content, including the risk that your computer, software or data may be damaged by any virus transmitted by this website or by any Third Party Content or Third Party Website;
  - (c) we do not represent or warrant that the website or any of its functions or access to the Content will be uninterrupted, available or error free, that defects with the website will be promptly corrected or that the website or any server that makes it available is free of errors, viruses or malicious code;
  - (d) we are not liable to you in connection with these Terms and Conditions (whether such liability arises in contract, tort (including negligence), under statute or otherwise) for any:
    - (i) loss of opportunity, profit, anticipated profit, business, or revenue or any failure to realise anticipated savings, or for any consequential or indirect loss or damage, even if we have been advised of the possibility of such loss or damage;
    - (ii) corruptions to or loss of data or your computer systems or devices;
    - (iii) loss or damage arising from any suspension of access or discontinuance of the website;
    - (iv) loss to the extent that it was contributed to by you or any other matter outside our reasonable control; and
  - (e) our total aggregate liability to you for any loss, damage, liability or expense you suffer or incur in connection with these Terms and Conditions which is not excluded under sub-clause (d), whether arising under contract, tort (including negligence), under statute or otherwise, is limited to an amount which is equal to the fees you have paid to us via the website in the 6 (six) months prior to the claim.
- 18.5 You agree to indemnify Intalo Group from and against all liabilities, costs, losses and expenses which we or our related bodes corporate (**those indemnified**) may suffer or incur in connection with any:
- (a) third party claims or allegations against those indemnified that are caused by your breach of these Terms and Conditions; and
  - (b) any allegation or claim against those indemnified that the use of any User Content infringes any third party rights (including intellectual property rights) or any law.

## 19. GENERAL

- 19.1 **(Governing Law)** These Terms and Conditions are governed by the laws of Victoria, Australia, and each party submits to the non-exclusive jurisdiction of the courts in that state.
- 19.2 **(Force Majeure)** Neither party is responsible for any delay in, or failure of, performance of its obligations under these Terms and Conditions arising from:
- (a) epidemic, pandemic, or serious viral outbreak, act of God, governmental act, war, fire, flood, explosion or civil commotion, failure in information technology or telecommunications services, failure of a third party (including failure to supply data) or industrial action; or

- (b) anything else outside that party's reasonable control, whether similar to the above or not.
- 19.3 **(Waiver)** If a party does not insist immediately that the other does anything it is required to do under these Terms and Conditions, or if a party delays in taking steps against the other party in respect of a breach of these Terms and Conditions, that will not mean that the other party does not have to do those things and it will not prevent the party taking steps against the other party you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide a service, we can still require you to make the payment at a later date.
- 19.4 **(Assignment and sub-contracting)** You cannot assign, novate or otherwise transfer any of your rights or obligations under these Terms and Conditions without our prior written consent. An assignment in breach of this clause is intended by the parties to be void and of no force and effect. We can assign, novate or otherwise transfer any of its rights or obligations under these Terms and Conditions at its sole discretion, on written notice to you. We may subcontract the performance of its obligations under these Terms and Conditions to any person and without notice to you, but will remain liable to you for the performance of its obligations notwithstanding any such sub-contracting.
- 19.5 **(Severance)** If a provision in these Terms and Conditions is wholly or partly void, illegal or unenforceable in any relevant jurisdiction, that provision or part must, to that extent, be treated as deleted from these Terms and Conditions for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of these Terms and Conditions .
- 19.6 **(Further assurances)** We party will do all things and execute all further documents necessary to give full effect to these Terms and Conditions and the transactions contemplated by it.
- 19.7 **(No reliance)** You acknowledge and agree that you have not relied on any statement by us which has not been expressly included in these Terms and Conditions.
- 19.8 **(Entire agreement)** These Terms and Conditions, together with any terms referred to in clause 2.2, constitute the entire agreement between you and Intalo Group regarding access and use of the website, products and services and supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.
- 19.9 **(Notices)** Any notice required to be given to you under these Terms and Conditions may be given by Intalo Group to you by an legal means, including notification via the website where you have an account or via email. Any notices required to be given by you to Intalo Group under these Terms and Conditions must be sent by email to the contact details set out in clause 20 and may also be given by any other legal means (with a copy to us via email).
- 19.10 **(Interpretation)** In these Terms and Conditions, unless a contrary intention is expressed:
- (a) a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any government agency (whether or not having a separate legal personality);
  - (b) other parts of speech and grammatical forms of a word or phrase defined in these Terms and Conditions have a corresponding meaning;
  - (c) a reference to a party to any document includes that party's successors and permitted assigns;
  - (d) a provision of these Terms and Conditions may not be construed adversely to a party solely on the ground that the party (or that party's representative) was responsible for the preparation of these Terms and Conditions or the preparation or proposal of that provision;
  - (e) the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in these Terms and Conditions do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary;
  - (f) if a period of time is specified and dates from a day or the day of an act, event or circumstance, that period is to be determined exclusive of that day;

- (g) if an act or event must occur or be performed on or by a specified day and occurs or is performed after 5.00 pm on that day, it is taken to have occurred or been done on the next day; and
- (h) if anything under these Terms and Conditions is required to be done by or on a day that is not a business day (means a day on which banks are open for business in Melbourne, Australia excluding a Saturday, Sunday or public holiday in that city) that thing must be done by or on the next business day.

## **20. CONTACT DETAILS**

If you have any queries regarding these Terms and Conditions or in relation to any purchases made via our website, we can be contacted as follows:

[support@thecareernetwork.com.au](mailto:support@thecareernetwork.com.au)