

# Terms and Conditions – Grade Solutions Pty Ltd

If Graded Solutions Pty Ltd introduces a candidate for an assignment or employment through mail, telephone, or email, the introductions will be subject to our Standard Terms of Business. These terms will be provided to all clients at the time of registration or shortly after. These Terms of Use are in addition to, and not in replacement of, our Standard Terms of Business.

### Your use of this Site

Graded Solutions Pty Ltd - Recruitment agency gives you access to the Site (Graded Solutions.com.au and other Graded Solutions Pty Ltd group sites) to assist you throughout the recruitment process and provide other specialized services.

You agree not to use the Site for any unlawful purpose or to encourage others to do so. Additionally, you will not post or transmit inaccurate, incomplete, or false information on the Site, including misleading information about yourself and your ability to work in Australia if you are a candidate. Furthermore, you will not share any content on the Site that is libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable. It is also confirmed that you will not upload or transmit any material that contains viruses or other harmful devices that could interfere with the operation of the Site. You will not manipulate or delete any information on the Site without proper authorization, nor will you overload the Site through spamming or flooding. Using any device, routine, or software to disrupt or damage the Site's operation is strictly prohibited. Lastly, you will not engage in any actions that harm the reputation of Graded Solutions Pty Ltd or defame, abuse, harass, or threaten others.

Graded Solutions Pty Ltd reserves the right to determine whether or not you have complied with the above terms and may take necessary actions, including preventing your access to the Site and removing any material that it deems non-compliant or objectionable, without prior notice. Please note that once you start using the services on the Site, you do not have the right to cancel or request a "cooling-off" period in relation to these Terms of Use.

### Links to and from other sites

The Site may contain links to external websites for the convenience of users. You may also come across automatic links to other sites that may be of interest to you. However, Graded Solutions Pty Ltd does not take any responsibility or liability for the content of those sites. The inclusion of these links does not imply that Graded Solutions Pty Ltd has reviewed or approved the sites or their content, nor does it guarantee that the links are functional or up to date. It is your own responsibility to use these links at your own risk. If any third parties wish to link to our Site, they may do so by linking only to the home page of the Site.

### Security and passwords

To access and use this site, you will be required to create a username and password during registration or when signing in. It is your sole responsibility to ensure the security and appropriate use of your password. The password should be kept confidential at all times and should not be shared with anyone else. If you suspect that someone else has access to your password or if you believe it is being used without authorization, please notify us immediately. Please note that we cannot be held liable for any unauthorized or improper use or disclosure of your password.

#### **Privacy Policy**

Graded Solutions respects your privacy and is committed to protecting your personal information. Please refer to our Privacy Policy, which outlines how we collect, use, and disclose your information when you use the Site.

### The following data related to your device and browser may be collected

- Your device's IP address (collected and stored in an anonymous format)
- Your email address, including your first name and surname
- Device screen size
- Device type (unique device identifiers) and browser information
- Geographic location (country only)
- Preferred language used to display the webpage

Additionally, our servers automatically record log data when you use our services. This includes:

- Referring domain
- Pages visited
- Geographic location (country only)
- Preferred language used to display the webpage
- Date and time when website pages were accessed

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Graded Solutions Pty Ltd strives to keep the site running smoothly, but we are not responsible for any temporary unavailability due to maintenance, improvements, or technical issues beyond our control. We reserve the right to change, suspend, or discontinue any aspect of the site, including features, databases, or content. Any changes to the Terms of Use will be posted on the site, and by using the site after any amendment, you are considered to have agreed to the updated Terms of Use.

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Like many sites, this website may use cookies from time to time. Cookies are small data files that a website is able to place on a user's hard drive to record aspects of that user's experience of the website.

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Importantly, in depositing information on a user's computer and referring to it later in the same session (sessional) or on a subsequent visit (persistent), cookies do not need to identify the user or record any personal information.

The default settings of browsers like Chrome, Firefox, Internet Explorer and Safari may allow some or all cookies, but users can easily take steps to erase cookies from their hard-drive, block all cookies, or receive a warning before a cookie is stored. However, some parts of sites may not function fully for users that disallow cookies.

### Termination

We have the right to deny you access to this site, including any services or information available through it, at any time and without providing an explanation.

## Liability and Disclaimer

The information provided on this site, including any salary information or surveys, is given in good faith. Graded Solutions Pty Ltd makes reasonable efforts to ensure its accuracy. However, we do not provide any representation or warranty regarding the information, and all such representations and warranties, whether express or implied, are excluded.

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- Loss of employment prospects or opportunity.
- Loss of the use of money or anticipated savings.
- Loss of business or goodwill.
- Loss or damage to reputation.
- Loss or corruption of data.
- Loss of management or administration time, legal and professional fees, and expenses.

(b) Any indirect or consequential loss or damages that may arise from misrepresentation, negligence, other tort, breach of contract, or breach of statutory duty related to the content of this site.

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By using this site, you agree to indemnify us and hold us harmless against any costs, expenses, claims, losses, liabilities, or legal proceedings that may arise from your use or misuse of the site.

Please note that we cannot guarantee that any employer or client will request a candidate's information, interview or hire a candidate, or that candidates will be available or meet the requirements of employers or clients. We do not provide any representation or warranty regarding the final terms and duration of any appointments obtained through this site. While we make reasonable efforts to ensure confidentiality, we cannot guarantee that any employer or client will keep candidate information or data provided to them confidential.

If any provision of these terms and conditions is deemed invalid by a court of competent jurisdiction, it will not affect the validity of the remaining provisions, which will continue to be in full force and effect.

The use of the Site and any downloads from it, as well as the application of these terms and conditions, will be governed by the laws of Australia. Any disputes arising from the use of this website will be exclusively handled by the Australian courts.

Graded Solutions.com.au is the website for Graded Solutions Pty Ltd, a recruitment agency located in Australia. The company is registered in Australia under the ABN number 16673836014. Our registered office is located at 4 Clitheroe Drive in Wyndham Vale, Melbourne, Victoria.

If you have any questions or concerns regarding the information on this website, please feel free to contact us.