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Terms of Use

Welcome to Simply. This website www.simplyalined.com and associated technology (Technology) is owned and operated by Simply Alined Operations Australia Pty Ltd (Australian Business Number 62 652 160 140) (“Simply”). Should you continue to use the Technology, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our Privacy Policy govern Simply’s relationship with you in connection with the Technology.

Should you not agree with any of the terms and conditions in this Agreement, please do not use the Technology.

Your use of the Technology is subject to the following terms and conditions:

1. Definitions

Assessment means questions or tasks that a Candidate is invited to perform by an Employer.

Assessment Content means any content posted to the Site by Authors or Employers, that is intended for use by Employers for the Assessment of Candidates.

Assessment Response means any content created by a Candidate when undertaking an Assessment.

Author means any person using the Site to create Assessment Content (and who is not an Employer).

Candidate means any person using the Site for the purposes of undertaking an Assessment.

Employer means any person using the Technology for the Assessment of Candidates.

Fully Used means that Assessment Content has been selected by an Employer, the Employer has requested a Candidate to complete the Assessment, and the Employer has viewed the Candidate’s Assessment Response.

Order Form means a customer-specific Order Form contained in any Service Agreement.

Posted Content means any content posted or uploaded to the Site by a User, including Assessment Responses, Assessment Content, Author profiles, Candidate profiles, Employer profiles, Employer role requirements and preferences, and such content may be in the form of data, videos, photos, documents, files, comments and other materials.

Service Agreement means any Service Agreement signed by an Employer and Simply, for the provision of the Technology by Simply to the Employer, which is subject to these Terms of Use.

Site means www.simplyalined.com and includes all future services, features or variations provided by us at www.simplyalined.com.

User means any individual or business user of the Site, including Authors, Employers and Candidates, and includes you.

We or Simply means Simply Alined Operations Australia Pty Ltd (Australian Business Number 62 652 160 140), and its wholly owned subsidiaries and 'us', 'our' or any other similar word has the corresponding meaning in relation to Simply.

You means you or any legal entity that you represent, when you become a User of the Site, and 'your' or any other similar word has the corresponding meaning in relation to you.

2. Contract

(a) These Terms of Use form a legally binding contract between you and Simply, once you become a User, and governs our provision, and your use, of the Technology.

(b) You acknowledge and agree that you accepted to be unconditionally bound by these Terms of Use:

- (i) when you registered as a User on the Site and checked the 'I agree' option during registration; or
- (ii) when you signed a Service Agreement, (as applicable).

(c) If you are using the Technology on behalf of a legal entity, you acknowledge that your registration on the Site, or signing of a Service Agreement (as applicable), binds the legal entity that you represent, and you warrant that you have the authority to enter into contracts on behalf of, and to bind, the legal entity that you represent.

(d) You consent to and allow Simply to use your company name and/or logo in any promotional material or on the Site itself, provided Simply's representation is accurate and not misleading. You may request that Simply cease any such use, and such request must be made in writing.

3. User Eligibility

(a) If you are an individual User you must register using the same name that you use in everyday life, and provide accurate information about yourself. If you register as a User as an Employer or on behalf of an Employer, you must register using the company name you are representing.

(b) Simply does not knowingly accept User registrations from any individual under the age of 15 years. If you register as an individual User, you represent and warrant to us that you are at least 15 years of age and, if you are seeking paid employment, you are of legal age to undertake the role for which you are applying.

(c) It is your responsibility to ensure that your access of the Site is legal and is not in breach of any laws that apply to you.

(d) Your account belongs to you, and is for your use only. You must not authorise or cause any other person to use your account, and you must not transfer your account to anyone else.

4. Intellectual Property

All intellectual property in the Technology (that may include, either now or in the future, Simply's applicant tracking system) is owned and retained by Simply. You must not copy, reproduce, modify, distribute or create derivative works from (or attempt to do any of those) any intellectual property of Simply.

5. Posted Content

(a) Once you are registered as a User, you are able to upload Posted Content to the Site.

(b) You are solely responsible for your Posted Content, and assume all liability in relation to it. You must ensure that:

- (i) your Posted Content is bona fide, true, accurate, correct and is not misleading;
- (ii) your Posted Content is not rude, offensive, racist, inappropriate, and does not contain material that is contrary to any law applicable to you; and
- (iii) you have the necessary rights to publish your Posted Content, and that your Posted Content does not infringe the intellectual property, copyright or moral rights of any other person; and you indemnify us for any claim or loss we may suffer as a result of your Posted Content not complying with these Terms of Use.

(c) We have no obligation, but reserve the right, to monitor your Posted Content and remove it if we believe (in our absolute discretion) that your Posted Content does not comply with these Terms of Use.

(d) When you upload Posted Content, you automatically grant Simply an exclusive, royalty-free, perpetual, irrevocable, worldwide licence to use, reproduce, modify, adapt and publish the content in that Posted Content, including a right to sub-licence as necessary for Simply to provide and maintain the Technology. You waive any moral rights you may have in the Posted Content.

6. Security of Information, Retention and Privacy

(a) By using the Technology, you are deemed to have accepted the terms of our Privacy Policy, which is published on the Site.

(b) The Site uses cookies to monitor browsing preferences. If you allow cookies to be used, your Posted Content may be stored by us for use by third parties.

(c) Whilst we will abide by the terms of our Privacy Policy, we cannot guarantee the security of your information transmitted over the internet. Therefore the transmission of any information or content on or through the Site is undertaken at your own risk.

(d) Simply will retain data in line with any data retention provision included in your Subscription level or Service Agreement (as applicable).

7. Candidates – Particular Terms

If you are a Candidate, the following additional terms apply to you:

(a) You agree that the information you provide may be supplied to Employers.

(b) Simply uses machine learning as part of its scoring process and only takes into account: The content of your answers. How well you answer the questions.

(c) You acknowledge and agree that we may search and assess your Posted Content in connection with us providing and maintaining the Technology. You may be contacted by Employers regarding Assessments and or job opportunities.

(d) You represent and warrant that any Assessment Responses are created in good faith, and represent your own work. You must not infringe the intellectual property, copyright or moral rights of any other person during the creation of a Assessment Response.

(e) You acknowledge and agree that Simply does not, at any stage and notwithstanding the provision of the Site, make any representation, warranty or guarantee, express or implied, that jobs are available, that you will receive job offers, or that you will be contacted by Employers. You also

acknowledge and agree that Simply does not make any representation, warranty or guarantee, express or implied, as to the actual suitability of any jobs offered by Employers to you.

8. Employers – Particular Terms

If you are an Employer, the following additional terms apply to you:

- (a) You must only use the Technology to undertake Assessment of Candidates for bona fide reasons (including actual employment opportunities or to enable job-readiness).
- (b) Simply may, at its sole discretion, restrict the number of Candidates you invite to the Site should Simply deem your use of the Site to be unreasonably excessive.
- (c) Unless otherwise agreed with Simply, you must only create one account (your own).
- (d) You must not use the Technology to undertake Assessment of Candidates for any jobs which are unlawful, offensive, discriminatory or inappropriate, including but not limited to jobs with conditions that do not meet award conditions in the relevant jurisdiction or jobs involving unsafe working conditions.
- (e) You acknowledge that you may be provided with personal details of Candidates (as provided to us through the Site). You must only use such details for their intended purpose, and for no other purpose whatsoever. You must not send advertisements, bulk email communications or any other 'spam' communications.
- (f) You acknowledge and agree that Simply does not, at any stage and notwithstanding the provision of the Technology, make any representation, warranty or guarantee, express or implied, that Candidates are available, that Candidates will meet your requirements, or that Assessment Content or Assessment Responses will meet your requirements. You also acknowledge and agree that Simply does not make any representation, warranty or guarantee, express or implied, as to the actual suitability of any Candidates for the jobs you have available.
- (g) Online subscription provisions
 - (i) If you registered to use the Technology on the Site, you are subject to an online subscription (Subscription).
 - (ii) Different Subscription levels are available, that entitle Employers to a different number of hires, active jobs each month, user seats and/or different functionality. You are entitled to the specific inclusion listed on the Site for the Subscription package chosen by you.
 - (iii) Subscriptions may be monthly, yearly, or any other period as specified on the Site, and will renew automatically at the conclusion of each Subscription period unless otherwise specified.
 - (iv) If your Subscription is a paid plan, the credit card provided by you will be charged for the amount of your chosen Subscription level in advance for your chosen Subscription period. It is your responsibility to ensure your credit card details provided remain current.
 - (v) You have the right to upgrade, downgrade, or cancel, your Subscription at any time. If you cancel, your Subscription will terminate at the end of the current Subscription period, but you will not be entitled to any credits or refunds for amounts accrued or paid prior to such termination.
 - (vi) Simply has the right to immediately suspend or terminate your Subscription if you fail to pay an amount when due. Despite any suspension or termination, you will remain liable for any amounts due prior to the date of suspension or termination.

(h) Service Agreement provisions

(i) If you have signed a Service Agreement with Simply, the Online Subscription provisions in clause 8(g) do not apply to you.

(ii) Payments are due at the billing frequency, and by the due date, specified in the Payment Terms section of the Order Form. If no such terms are specified, full payment of each invoice issued by Simply is due by 30 days following the issue date of the invoice.

(iii) You are liable for the full amount specified in the Order Form, for the full usage term specified in the Order Form.

(iv) Except in the case of Simply's fraud or gross negligence, you do not have the right to terminate the Service Agreement prior to the expiry of the usage term.

(i) If you are accessing the Site from Australia, GST will be added to your subscription price.

(j) Late payments

(i) Failure to make any payment when due will result in interest accruing on the outstanding amount at a penalty interest rate.

(ii) In addition to any accrued interest, you agree to reimburse us the fees of any collection agency, which may be based on a percentage (to a maximum of 50%) of the debt, and all costs and expenses, including reasonable attorney's fees, we incur in such collections efforts.

9. Authorised Use of the Site

(a) You may only use the Technology for lawful purposes, and in a manner consistent with the nature and purpose of the Site.

(b) Unauthorised use of the Technology may be a criminal offence and/or give rise to a claim for damages.

(c) You must not, under any circumstances without our prior written consent, on-sell or distribute for payment any information which is made available to you through the Technology.

10. Limitation of Liability and Exclusion of Warranties

(a) Simply provides the Technology on an 'as is' basis, and to the maximum extent permitted by law, all rights, remedies, warranties and guarantees in relation to the Technology are excluded, whether such rights, remedies, warranties or guarantees are express or implied.

(b) Simply has no control over, and does not independently verify, Posted Content, the quality of Candidates, Authors, Assessment Content, Assessment Responses, or jobs offered by Employers, and does not approve or monitor any communications between Employers and Candidates made through the Site. Use of the Site and any communications or appointments made through the Site are therefore entirely at your own risk.

(c) To the maximum extent permitted by law, Simply excludes all liability to you for any action taken, or decision made, by you or any other person on the basis of information provided on the Technology, and Simply will not be responsible for any loss or damage howsoever caused (including through negligence) suffered or incurred by you in relation to your use of the Technology.

(d) To the extent that Simply's liability in respect of the provision of the Technology cannot be excluded, then Simply's liability to you is limited to supplying the relevant services used on the Site again or paying the cost for a third party to supply the relevant services (at Simply's discretion).

(e) To the maximum extent permitted by law, Simply will not be liable to you for any indirect, consequential or economic loss (including loss of profit, revenue, contract, opportunity, business, use or anticipated savings) under any circumstances in relation to your use of the Technology.

(f) Every effort is made to keep the Site up and running smoothly. However, we take no responsibility for, and will not be liable for, the Site being temporarily unavailable due to technical issues beyond our control.

11. Simply's Rights

(a) We reserve the right to refuse, suspend or cancel the registration or use of any User for any reason without notice, including if a User has breached these Terms of Use.

(b) We also reserve the right to remove, block or prevent from being visible any of your Posted Content, at any time and without compensation.

12. Terms subject to change

We may, at any time and in our absolute discretion, make changes to these Terms of Use, or to the way in which we provide the Technology. Simply will take reasonable measures to notify you of such changes (such as sending an email to the billing contact you designate, posting on our blog, or on the Site itself). Your continued use of the Technology after such changes will be confirmation that you have accepted the changes, and you will be bound by such changes once they have been published on the Site. You should therefore check the Terms of Use displayed on the Site from time to time.

13. Governing Law

These Terms of Use and your use of the Technology is governed by the laws of Western Australia, Australia, and you irrevocably submit to the exclusive jurisdiction of the courts of that jurisdiction.