

## Summary

The Expr3ss!™ Platform Access Conditions outline the terms for using the platform, including user responsibilities, data handling, acceptable use, and legal obligations. Users must be 18+ or have appropriate consent, keep login details secure, and not engage in prohibited conduct such as spamming or impersonation. Expr3ss! retains all platform IP, while clients retain ownership of their own content. The platform is provided “as-is” with no guarantees of uptime or accuracy, and liability is limited. Personal data is collected and used in line with the Privacy Notice, and disputes must follow a defined resolution process. Continued use signifies acceptance of any updates.

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### 1. OUTLINE

- 1.1 This document sets out the Platform Access Conditions of Expr3ss! Pty Ltd (ABN 25 102 229 961, ACN 102 229 961) ("Expr3ss!", "we", "our") and governs the use of the Expr3ss!™ Platform by clients ("you", "your")
- 1.2 Expr3ss! confirms that it enters into these Platform Access Conditions in its own capacity and not as a trustee of any trust.
- 1.3 The Expr3ss!™ Platform is a predictive hiring platform for HR and recruitment ID verification and documentation checks.
- 1.4 The *Expr3ss!™* Platform also incorporates *Video ShowReels™*, the *Expr3ss!™* Checklist™, police checks, interview calendar and a screening survey, among other attributes and functionality.
- 1.5 Applicant Users and employer Users acknowledge and agree that we act as a medium through which individuals may look for employment opportunities and that we do not vet nor are we responsible for vetting job applicants or the representations (whether oral or in writing - including those representations appearing in job applicant data made by them).
- 1.6 These Platform Access Conditions govern your use of and access to the Expr3ss! Platform and are subject to any applicable Client Agreement, including any Master Services Agreement. By using the *Expr3ss!™* Platform, you agree to the Platform Access Conditions. You represent and warrant to us that you have valid authority to enter into these Platform Access Conditions, on behalf of yourself and any entity you may represent.
- 1.7 If you do not agree to the Platform Access Conditions, you may not use the *Expr3ss!™* Platform.
- 1.8 We may change, vary or modify all or part of these Platform Access Conditions at any time at our sole discretion.
- 1.9 If we adopt new Platform Access Conditions:
- 1.9.1 we will notify applicant and employer Users by posting the new Platform Access Conditions on the *Expr3ss!™* Platform; and
- 1.9.2 notify the *Expr3ss!™* Platform supervisor by email
- 1.9.3 they will thereafter apply to your use of and access to the *Expr3ss!™* Platform through your acceptance of them by continued use of the *Expr3ss!™* Platform.
- 1.10 It is your responsibility to check these Platform Access Conditions periodically for changes.
- 1.11 If you object to any variation to these Platform Access Conditions, you may contact *Expr3ss!™* via [admin.services@expr3ss.com](mailto:admin.services@expr3ss.com). You should discontinue your use of the *Expr3ss!™* Platform thereafter if any matters are not resolved.
- 1.12 By using the *Expr3ss!™* Platform, you affirm that you are 18 years or over or otherwise possess legal parental or guardian consent and have the legal capacity to enter into a binding legal agreement with us.
- 1.13 As long as you comply with these Platform Access Conditions, we grant you a personal, non-exclusive, non-transferable, limited right to enter and use the *Expr3ss!™* Platform. For the avoidance of doubt, such right of use does not extend to any use for which a subscription is required (whether for payment of fees or for demonstration purposes). Any such rights of use are governed by the relevant Client Agreement.
- 1.14 These Platform Access Conditions were last updated on 26 May 2025.

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### 2. PRIVACY

- 2.1 The Privacy Notice applies to your use of the *Expr3ss!™* Platform.
- 2.2 The Privacy Notice may be changed from time to time and is effective immediately upon such a change.
- 2.3 The Privacy Notice can be found at <https://www.expr3ss.com/privacy>

2.4 You acknowledge and agree that transmissions on the internet are never completely private or secure and you understand that any message or information you send to or download from the *Expr3ss!*<sup>TM</sup> Platform (where permitted) may be read or intercepted by others.

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### 3. ACCESS TO *EXPR3SS!*<sup>TM</sup> PLATFORM

3.1 While we use reasonable endeavours to ensure that the *Expr3ss!*<sup>TM</sup> Platform is available continuously, we do not make any representations or warranties that your access will be uninterrupted, timely, secure, error free, or that any alleged defects will be corrected, or that your use of the *Expr3ss!*<sup>TM</sup> Platform will provide specific results or benefits.

3.2 The *Expr3ss!*<sup>TM</sup> Platform and its Content is delivered on an as-is and as-available basis. Service level obligations may apply under a separate Client Agreement and will take precedence where applicable.

3.3 Your access to the *Expr3ss!*<sup>TM</sup> Platform may be suspended without notice in the case of system failure, maintenance or repair, malicious acts, or any reason beyond our control.

3.4 Except as expressly provided otherwise in the Platform Access Conditions, we reserve the right to change or discontinue any website, page, functionality, feature or service (or part thereof) on the *Expr3ss!*<sup>TM</sup> Platform at any time.

3.5 We cannot ensure that any files or other data you download from the *Expr3ss!*<sup>TM</sup> Platform (if you are permitted to do so) will be free of viruses or contamination or destructive features.

3.6 We reserve the right to terminate any right of access of a User if we consider that there may be a breach of any law or regulations or malicious act by a relevant person,

3.7 Acting reasonably, we may reject or remove a job, advertisement, screening questions or other data relating to that job from the *Expr3ss!*<sup>TM</sup> Platform for any reason but if we do so we shall use reasonable commercial endeavours to notify relevant persons affected.

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### 4. *EXPR3SS!*<sup>TM</sup> PLATFORM CONTENT

4.1 The *Expr3ss!*<sup>TM</sup> Platform *Expr3ss!* owns and retains all Intellectual Property Rights in the *Expr3ss!*<sup>TM</sup> Platform, including its software, interface, designs, structure, underlying code and all materials generated by *Expr3ss!* in the operation and provision of the platform.

4.2 The Client retains full ownership of any Intellectual Property Rights in all data, job advertisements, content, questions, documents, videos, logos and other materials uploaded or provided to the *Expr3ss!*<sup>TM</sup> Platform ("Client Content").

4.3 The Client grants *Expr3ss!* a non-exclusive, non-transferable, royalty-free licence for the term of the agreement to host, display, and use the Client Content solely to the extent required to provide the *Expr3ss!*<sup>TM</sup> services. *Expr3ss!* will not use or commercialise Client Content for any other purpose without the Client's prior written consent.

4.4 Upon termination or expiry of access, *Expr3ss!* will cease using the Client Content and, upon request, will return or securely delete such content in accordance with its data retention policies and applicable laws. Unless otherwise required by law or agreed with the Client, Client Content will be removed from active *Expr3ss!* systems approximately 30 days following termination of the relevant service.

4.5 Except as expressly provided otherwise in the Platform Access Conditions or any Client Agreement you do not have any right, title or interest in or right of use of any Content on the Platform.

4.6 Except as expressly provided in these Platform Access Conditions or any relevant Client Agreement, no part of the *Expr3ss!*<sup>TM</sup> Platform or Content (other than a temporary copy held in your computer's cache) may be copied, stored, altered, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including mirroring) to any other computer, server, website or other medium for publication or for any commercial enterprise or use, without our express prior written consent.

4.7 You may use information on the *Expr3ss!*<sup>TM</sup> Service purposely made available by us for downloading from the *Expr3ss!*<sup>TM</sup> Platform, provided that you:

4.7.1 do not remove any proprietary notice language in copies of such documents;

4.7.2 (except where expressly permitted) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media; and

4.7.3 make no modifications to any such information.

4.8 Requests must be made in writing to *Expr3ss!*<sup>TM</sup> for permission to use any Content that is protected by our Intellectual Property Rights or for the purpose of linking to the *Expr3ss!*<sup>TM</sup> Platform from other websites.

4.9 Although we do not review all jobs, advertisements, screening questions or other data, we reserve the right to withdraw without notice to any person any copy posted to the *Expr3ss!*<sup>TM</sup> Platform any materials, text or data that may be in breach of these Platform Access Terms or of any law or regulation.

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5. REGISTRATION OF USERS

5.1 To access or use certain parts of the *Expr3ss!*<sup>TM</sup> Platform, you may be required to register as a User and be authenticated.

5.2 We or a relevant Client may require verification of the identity and details of a relevant person before permitting that person to use the *Expr3ss!*<sup>TM</sup> Platform.

5.3 You acknowledge the need for data validation, including any identity verification and compliance checks.

5.4 You consent to verification of your identity and details using our processes or via a third party identification service as may be so required and applicable.

5.5 We store data in the cloud which is used in part to authenticate permitted Users of the *Expr3ss!*<sup>TM</sup> Platform.

5.6 When using the *Expr3ss!*<sup>TM</sup> Platform, you must:

5.6.1 provide us with accurate, complete and up-to-date information, as requested;

5.6.2 provide us with a form of identification to verify your identity, as requested; and

5.6.3 notify us immediately if you become aware of any unauthorised use of your identity; and

5.6.4 not permit your identity details to be used by or transferred to any other person.

5.7 You are entirely responsible for all and any activities which occur under your User details as a result of your failing to keep your information secure, confidential and protected by a password.

5.8 We reserve the right, in our sole discretion, to suspend or terminate your use or access to all or any part of the *Expr3ss!*<sup>TM</sup> Platform, including (without limitation) if you have breached the Platform Access Conditions or a Client Agreement.

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6. USE OF THE *EXPR3SS!*<sup>TM</sup> PLATFORM

6.1 You must not:

6.1.1 use the *Expr3ss!*<sup>TM</sup> Platform in breach of any applicable laws or regulations;

6.1.2 use the *Expr3ss!*<sup>TM</sup> Platform (or Content obtained from the Platform):

a) to transmit (or authorise the transmission of) "junk mail," "chain letters," unsolicited emails, instant messaging, "spimming," "spamming", "phishing" or "smishing";

b) to impersonate any person or entity;

c) to solicit money, passwords or personal information from any person;

d) to harm, abuse, harass, stalk, threaten or otherwise offend others; or

e) for any unlawful purpose;

6.1.3 use the *Expr3ss!*<sup>TM</sup> Platform to upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) any Material that:

a) is not your original work, or which in any way violates or infringes (or could reasonably be expected to violate or infringe) the intellectual property or other rights of another person;

b) contains, promotes, or provides information about unlawful activities or conduct;

c) is, or could reasonably be expected to be, defamatory, obscene, offensive, threatening, unlawful, discriminatory, misleading, abusive, pornographic, vulgar, profane, indecent or otherwise unlawful, including Material that racially or religiously vilifies, subject to third party copyright (without permission of the rights holder), incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;

d) exploits another person in any manner;

e) contains nudity, excessive violence, or sexual acts or references;

- f) includes an image or personal information of another person or persons unless you have their consent;
  - g) poses or creates a privacy or security risk to any person;
  - h) you know or suspect (or ought reasonably to have known or suspected) to be false, misleading or deceptive;
  - i) contains large amounts of untargeted, unwanted or repetitive content;
  - j) contains restricted or password only access pages, or hidden content;
  - k) contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware;
  - l) advertises, promotes or solicits any goods or services or commercial activities (except where expressly permitted or authorised by us); or
  - m) contains financial, legal, medical or other professional advice;
- 6.1.4 interferes with, disrupts, or creates an undue burden on the *Expr3ss!*<sup>TM</sup> Platform or any systems, or networks connected to the *Expr3ss!*<sup>TM</sup> Platform;
- 6.1.5 use any deep-link, page-scrape, robot, spider, or other automatic device, program, algorithm, or methodology or any similar process to retrieve, index, or in any way reproduce, modify or circumvent the navigational structure, security or presentation of the *Expr3ss!*<sup>TM</sup> Platform;
- 6.1.6 use the *Expr3ss!*<sup>TM</sup> Platform with the assistance of any automated scripting tool or software;
- 6.1.7 frame or mirror any part of the *Expr3ss!*<sup>TM</sup> Platform without our prior written authorisation;
- 6.1.8 use code or other devices containing any reference to the *Expr3ss!*<sup>TM</sup> Platform to direct other persons to any other web page;
- 6.1.9 attempt to gain unauthorised access to any portion or feature of the *Expr3ss!*<sup>TM</sup> Platform, or any other systems or networks connected to the *Expr3ss!*<sup>TM</sup> Platform or to any of our servers, or to any part of the *Expr3ss!*<sup>TM</sup> Service offered on or through the *Expr3ss!*<sup>TM</sup> Platform, by hacking, password mining or any other illegitimate means;
- 6.1.10 probe, scan or test the vulnerability of the *Expr3ss!*<sup>TM</sup> Platform or any network connected to the *Expr3ss!*<sup>TM</sup> Platform, nor breach the security or authentication measures on the *Expr3ss!*<sup>TM</sup> Platform or any network connected to the *Expr3ss!*<sup>TM</sup> Platform;
- 6.1.11 reverse look-up, trace, or seek to trace any information on any other user of or visitor to the *Expr3ss!*<sup>TM</sup> Platform to its source, or exploit the *Expr3ss!*<sup>TM</sup> Platform or any service or information made available or offered through the *Expr3ss!*<sup>TM</sup> Platform, in any way where the purpose is to reveal any information, as provided for by the *Expr3ss!*<sup>TM</sup> Platform;
- 6.1.12 use any device, software or routine to interfere or attempt to interfere with the proper working of the *Expr3ss!*<sup>TM</sup> Platform or any transaction being conducted on the *Expr3ss!*<sup>TM</sup> Platform or with any other person's use of the *Expr3ss!*<sup>TM</sup> Platform;
- 6.1.13 except to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the *Expr3ss!*<sup>TM</sup> Platform or cause any other person to do so;
- 6.1.14 delete any attributions or legal or proprietary notices on the *Expr3ss!*<sup>TM</sup> Platform;
- 6.1.15 use the *Expr3ss!*<sup>TM</sup> Platform for any pyramid or similar scheme;
- 6.1.16 if an employer User, ask or require any applicant User to pay any fee, charge, cost, or any amount of money whatsoever *to apply* for any job advertised on the *Expr3ss!*<sup>TM</sup> Platform, whether such fee, charge, cost, or money is mentioned in the job advertisement itself or in any communication with the applicant resulting from a job advertisement placed on the *Expr3ss!*<sup>TM</sup> Platform. This clause does not prohibit employers from requesting payment for legitimate post-application verification processes, such as work rights or police checks, provided these are clearly disclosed and not a condition of submitting the initial application.
- 6.1.17 use any feature of the *Expr3ss!*<sup>TM</sup> Platform to send unsolicited commercial electronic messages to applicants, whether individually or as a group. Applicant management tools may only be used to communicate with candidates about the specific vacancies for which they have applied, or for future vacancies for which the candidate is suitable.
- 6.1.18 attempt to reverse engineer, copy, replicate or develop a platform or product that competes with *Expr3ss!* using any part of the *Expr3ss!*<sup>TM</sup> Platform or Service workflows, content, or source code.

You further agree not to develop or market a directly competitive platform for a period of five (5) years following your last access to the *Expr3ss!*<sup>TM</sup> Platform.

6.2 Employer Users must ensure that all job advertisements posted to the *Expr3ss!*<sup>TM</sup> Platform comply with all applicable legislation, regulations, by-laws, ordinances and codes of conduct.

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7. *EXPR3SS!*<sup>TM</sup> SERVICE

7.1 You agree to use the permitted functionality of the *Expr3ss!*<sup>TM</sup> Service (via use of the *Expr3ss!*<sup>TM</sup> Platform) at your sole risk.

7.2 You will not use the *Expr3ss!*<sup>TM</sup> Service (via use of the *Expr3ss!*<sup>TM</sup> Platform), or any part of it, in any manner that is inconsistent with the terms of use of the *Expr3ss!*<sup>TM</sup> Service or in a way that infringes the Intellectual Property Rights of any person or in a manner which is unlawful.

7.3 Without limitation, Users must comply (as applicable to them) with the *Human Rights and Equal Opportunity Commission Act 1986* (Cth) and all anti-discrimination as well as equal opportunity legislation applicable in the State or Territory in which they conduct business. If an exemption to comply with any such laws or related regulations has been granted, the exemption number must be included in any job or assignment or advertisement copy uploaded to or included in the *Expr3ss!*<sup>TM</sup> Platform.

7.4 We reserve the right to change, suspend, remove, disable or impose access restrictions or limits on use of the *Expr3ss!*<sup>TM</sup> Platform and/or *Expr3ss!*<sup>TM</sup> Service (or any part of it) at any time, subject to the provisions of a Client Agreement that may exist.

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8. MATERIAL OF USER

8.1 By uploading, transmitting, posting or otherwise making available any Material via the *Expr3ss!*<sup>TM</sup> Platform (where permitted), you:

8.1.1 grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form and for any purpose that is not inconsistent with the contemplated use and functionality of the *Expr3ss!*<sup>TM</sup> Platform and/or *Expr3ss!*<sup>TM</sup> Service or the terms of a relevant Client Agreement;

8.1.2 except where expressly stated otherwise, also grant each employer User of the *Expr3ss!*<sup>TM</sup> Platform a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form for any purpose that is not inconsistent with the contemplated use and functionality of the *Expr3ss!*<sup>TM</sup> Platform and/or *Expr3ss!*<sup>TM</sup> Service or terms of a relevant Client Agreement;

8.1.3 warrant to us that you have the right to grant the above mentioned licences;

8.1.4 warrant to us that the Material does not breach the Platform Access Conditions; and

8.1.5 unconditionally waive all moral rights (as defined by the *Copyright Act 1968*) which you may have in respect of the Material.

8.2 We reserve the right (but have no obligation) to:

8.2.1 review, modify, reformat, reject or remove any Material which you upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) that, in our opinion, violates the Platform Access Conditions or otherwise has the potential to harm, endanger or violate the rights of any person; and

8.2.2 monitor use of the *Expr3ss!*<sup>TM</sup> Platform, and store or disclose any information that we collect, including in order to investigate compliance with the Platform Access Conditions or for the purposes of any police investigation or governmental request.

8.3 We are not responsible for, and accept no liability with respect to, any Material uploaded, posted, transmitted or otherwise made available on the *Expr3ss!*<sup>TM</sup> Platform by any person other than us.

8.4 We collect information from your documents or any third party documents uploaded. You accept all responsibility in relation to such documents being stored by us. Any personal information contained in such documents, if any, will be managed in accordance with our Privacy Notice.

8.5 For the avoidance of doubt, we will not be taken to have uploaded, posted, transmitted or otherwise made Material available on the *Expr3ss!*<sup>TM</sup> Platform simply by facilitating others to post, transmit or make Material available, nor do we endorse any opinion, advice or statement made by any person other than us.

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9. COMMUNICATION FACILITIES

9.1 The *Expr3ss!*™ Platform may contain Communication Facilities ("Communication Facilities") which provide for interaction between Applicants and Users and *Expr3ss!*, the *Expr3ss!*™ Platform and real-time interaction between Applicants and Users by means of electronic bulletin boards, chat rooms, forums and other electronic messaging and notice services.

9.2 It is a condition of your use of any Communication Facilities and your access to, and use of, the *Expr3ss!*™ Platform that you do not do any of the following:

- a) restrict or inhibit any other User from using or enjoying any Communication Facility;
- b) post or transmit any unlawful, threatening, abusive, defamatory, obscene, vulgar, pornographic, profane or indecent information or material of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable Laws;
- c) post or transmit any material of any kind which violates or infringes upon the rights of any other person, including material which is an invasion of any privacy or publicity rights or which is protected by copyright, trademark or any other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or relevant right holder;
- d) post or transmit any material of any kind which contains a virus or other harmful component;
- e) post, transmit or in any way exploit any material of any kind for commercial purposes, or which contains any promotional material or advertising;
- f) delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded; or
- g) download any file posted by any other User of a Communication Facility if you know, or reasonably ought to know, that the file cannot legally be distributed in such manner.

9.3 *Expr3ss!* may from time to time, but has no obligation to monitor or review the contents of its Communication Facilities. You expressly acknowledge and agree that the Communication Facilities provide a means of communication between yourself and other Users of the *Expr3ss!*™ Platform.

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10. PERSONAL INFORMATION

10.1 We collect and process some or all of the following categories of personal information for use and functionality of the *Expr3ss!*™ Platform, including as it may relate to the *Expr3ss!*™ Service in accordance with our Privacy Notice and, where applicable, under the Client Agreement.

- 10.1.1 personal contact information such as name, Mobile Device number, email address and encrypted password;
- 10.1.2 photographs and images;
- 10.1.3 Mobile Device screenshots;
- 10.1.4 notes and communications using the Platform.
- 10.1.5 personal information within police checks, working with children checks and related documents;
- 10.1.6 ticketing data;
- 10.1.7 video data;
- 10.1.8 identity verification data;
- 10.1.9 movement and shift data;
- 10.1.10 employment and engagement details including employer/engager name, job title and function, identity and contact details; and
- 10.1.11 geolocation data, unique IDs collected from Mobile Devices, network carriers or data providers.

10.2 We collect, use, process and allow the processing of this personal information through your own input into, or use of, the *Expr3ss!*™ Platform, for the following purposes and you consent to all such use:

- 10.2.1 to enable your use of the *Expr3ss!*™ Platform and *Expr3ss!*™ Service (in each case, as may be permitted);
- 10.2.2 to enable you to share your personal information with an identity verification service;
- 10.2.3 to enable the storage and use of your work rights checks, police checks and related documents as well as working with children checks and related documents;

- 10.2.4 to enable compliance and audit checks and processes;
  - 10.2.5 to verify your identity and assess whether you are a permitted User;
  - 10.2.6 to make available personal information to an employer User or relevant third party;
  - 10.2.7 to store in a relevant database;
  - 10.2.8 to personalise and customise your experiences with us;
  - 10.2.9 to help us review, manage and enhance the *Expr3ss!™* Service and the *Expr3ss!™* Platform;
  - 10.2.10 to develop insights used in reports or other content developed by us;
  - 10.2.11 to communicate with you and any relevant third parties; and
  - 10.2.12 to lawfully carry out our functions and activities in relation to such matters.
- 10.3 Our legal basis for processing such information includes our legitimate interests in performing, maintaining and securing our products and services and operating our business in an efficient and appropriate manner. Personal information may also be processed based on our legal obligations, such as the performance of our contract with you or the employer or another relevant person, or legitimate interest to comply with such legal obligations. Additionally, because it is reasonably necessary for, or directly related to, our functions or activities.
- 10.4 We may use the personal information we collect and you consent to us using your personal information to:
- 10.5 investigate any complaints about, or made by you, or if we have reason to suspect you have breached these Platform Access Terms or our rights;
  - 10.5.1 as required or permitted by any law; and
  - 10.5.2 for the purposes stated above at clause 9.2.
- 10.6 Unless otherwise provided by law or as contemplated above, we will not collect, hold, use or disclose sensitive personal information (if any) without your consent.
- 10.7 We also collect data that is not personal information, such as data relating to your activity using the *Expr3ss!™* Platform and/or the *Expr3ss!™* Service.
- 10.8 We will only use, process or disclose your personal information:
- 10.8.1 for the purposes which the personal information is collected; and
  - 10.8.2 if we otherwise get your informed consent to do so or as otherwise permitted by relevant laws.
- 10.9 We may disclose personal information and you consent to us disclosing such personal information to:
- 10.10 third parties engaged by us to perform functions related to the *Expr3ss!™* Platform or the *Expr3ss!™* Service;
  - 10.10.1 an identity verification service;
  - 10.10.2 our professional advisors;
  - 10.10.3 a relevant person entitled to use or enjoying rights concerning the *Expr3ss!™* Service;
  - 10.10.4 persons authorised by you to receive personal information or other data held by us;
  - 10.10.5 a purchaser of all or any part of the *Expr3ss!™* business or any other part of our business; and
  - 10.10.6 any other persons as required or permitted by any law.
- 10.11 This is a summary of some provisions of our Privacy Notice as it relates to the specific use of the *Expr3ss!™* Platform. Our full Privacy Notice may be found at <https://www.expr3ss.com/privacy>

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11. THIRD PARTY CONTENT, LINKS AND TERMS

- 11.1 The *Expr3ss!™* Platform may contain Third Party Content. We are not responsible for any of this Third Party Content and we make no representation or warranty about the quality, suitability, accuracy, reliability, currency, suitability, accuracy or completeness of any Third Party Content.
- 11.2 The *Expr3ss!™* Platform may also contain Third Party Links. Third Party Links are provided for convenience or for a third party service of relevance to you and may not remain current or be maintained. We do not endorse and are not responsible for Third Party Links or third party services and have no control over or rights in linked websites or platforms.
- 11.3 You acknowledge and agree that relevant Third Party Terms shall apply as may be relevant to you.

11.4 You agree to any Third Party Terms applicable to any third party goods and services, and that we are not liable for any loss or damage suffered by you in connection with such Third Party Terms, Third Party Links or third parties.

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12. ADVERTISEMENT POSTING VIA APIS

12.1 Advertisement posting via APIs, XML feeds and other means is self-service functionality of the *Expr3ss!*™ Platform which enables the publishing of job advertisements on third party websites. Any such published advertisements are not reviewed by us prior to exposure on a third party website.

12.2 If an employer User makes changes in its ad (job title, sub-title or job advertisement copy - including embedded video) these changes will not automatically appear on the third party website until the relevant User explicitly updates them.

12.3 An advertisement will not necessarily appear on a third party website exactly as it appears on *Expr3ss!*™ Platform. Its appearance will be determined by the third party's publishing policies from time-to-time and thus is beyond our control. We do not guarantee that the third party will publish an advertisement in a timely fashion or even at all.

12.4 Other than technical and usage questions about this interface, all questions and support requests should be directed to the relevant third party provider.

12.5 We are not responsible for the results on any third party website.

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13. DISCLAIMERS

13.1 Except where expressly stated otherwise, Content on the *Expr3ss!*™ Platform is provided as general information only. It is not intended as advice and must not be relied upon as such. You should make your own inquiries and take independent advice tailored to your specific circumstances prior to making any decisions.

13.2 We do not make any representation or warranty that any Content on the *Expr3ss!*™ Platform will be reliable, accurate or complete, nor do we accept any responsibility arising in any way from errors or omissions.

13.3 We will not be liable for loss or damage suffered or incurred by you where that loss or damage results from any action or decision by you in reliance on the Content on the *Expr3ss!*™ Platform, nor any interruption, delay in operation or transmission, virus, communications failure, Internet access difficulties, or malfunction in equipment or software.

13.4 You acknowledge that we are not responsible for, and accept no liability in relation to, any other users' use of, access to or conduct in connection with the *Expr3ss!*™ Platform in any circumstance.

13.5 We cannot guarantee files available for downloading through the *Expr3ss!*™ Platform will be free of infection or viruses, worms, malware or other code that manifest contaminating or destructive properties. Users are responsible for implementing sufficient procedures and checkpoints to satisfy their particular requirements for accuracy of data input and output, and for maintaining a means external to the *Expr3ss!*™ Platform for the reconstruction of any lost data.

13.6 The *Expr3ss!* Checklist™ and Profiling Systems used on the *Expr3ss!*™ Platform has been developed by *Expr3ss!* under the supervision of qualified and licensed professionals in relevant disciplines. No such system is ever perfect and whilst every care has been taken in the development of these systems, *Expr3ss!* does not represent that any information is either a perfectly accurate or complete representation of an applicant nor does *Expr3ss!* represent it as always predictive of past or future behaviors or potentials.

13.7 The characterisation of individuals using such survey methodologies as are made available here is inexact and subject to errors. The *Expr3ss!* information is a professional interpretation of the data only, based on research findings and experience. Responses are interpreted in line with statistical research findings and experience in large numbers of individuals. Since every individual person is unique, no representation is made by us that the information will always accurately describe the characteristics of the individual completing it.

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14. NO WARRANTIES

14.1 The *Expr3ss!*™ Platform is made available to you strictly on an *as is, as available* basis. We cannot guarantee, and make no warranties, to the extent permitted by law, that:

14.1.1 the *Expr3ss!*™ Platform will be free from errors or defects;

14.1.2 the *Expr3ss!*™ Platform will be accessible or available at all times;

- 14.1.3 messages sent through the Platform will be delivered promptly, or delivered at all;
- 14.1.4 information you receive or supply through the *Expr3ss!*<sup>TM</sup> Platform will be secure or confidential; or
- 14.1.5 any information provided through the *Expr3ss!*<sup>TM</sup> Platform is accurate or true.
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15. SECURITY

15.1 We do not accept responsibility for any unauthorised use, destruction, loss, damage or alteration to your data or information (including Materials), your computer systems, Mobile Devices or other electronic devices arising in connection with use of the *Expr3ss!*<sup>TM</sup> Platform. You should take your own precautions to ensure that the process which you employ for accessing the *Expr3ss!*<sup>TM</sup> Platform does not expose you to the risk of hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

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16. LIMITATION OF LIABILITY

16.1 Subject to any applicable laws which cannot be excluded or modified and any terms of a Client Agreement with a relevant Client (which are not affected by this clause 16), our aggregate liability for breach of or liabilities under, in respect of and in connection with these Platform Access Conditions as well as use of the *Expr3ss!*<sup>TM</sup> Platform and the *Expr3ss!*<sup>TM</sup> Service, as well as our duties at law and in equity (however arising) and whether in contract, tort (including without limitation negligence), under statute, under indemnities or on any other basis is limited (except for fraud, or death or personal injury caused by our negligence) to A\$50.00.

16.2 We take no responsibility for any errors or omissions in advertisements, screening questions or other information presented to the applicant and require that employer Users check their advertisements, screening questions and other information presented to the applicant for errors as soon as they are placed on the *Expr3ss!*<sup>TM</sup> Platform or job boards. All reasonable efforts will be undertaken by us to correct errors brought to our attention as soon as reasonably possible.

16.3 Without limitation, we do not accept responsibility for any unauthorized use, destruction, loss, damage or alteration to your data or information, your computer systems, Mobile Devices or other electronic devices arising in connection with use of the *Expr3ss!*<sup>TM</sup> Platform. You should take your own precautions to ensure that your use of the *Expr3ss!*<sup>TM</sup> Platform does not expose you to the risk of hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.

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17. NOTICE OF INFRINGEMENT

17.1 If you think that the *Expr3ss!*<sup>TM</sup> Platform has been accessed or used by another user in breach of the Platform Access Conditions, please email us at [security@expr3ss.com](mailto:security@expr3ss.com)

17.2 If you wish to send us a copyright infringement notification, you will need to identify the Content or Material(s) that you believe infringe(s) your copyright, identify each copyright protected work in which you own the rights and which you believe has been infringed, identify how each copyright protected work has been or is being infringed and include your contact information.

17.3 You will need to sign the notice and send it to [admin.services@expr3ss.com](mailto:admin.services@expr3ss.com)

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18. NON-SOLICITATIONS

18.1 Users must not release to the public any news release, advertising material, promotional material or any other form of publicity relating to *Expr3ss!*<sup>TM</sup> without the prior written approval of *Expr3ss!*.

18.2 Employer Users must not give access to the *Expr3ss!*<sup>TM</sup> Platform to persons not directly employed by their organisation, its parent or its subsidiaries without the prior written approval of *Expr3ss!*<sup>TM</sup>.

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19. GENERAL

19.1 **Modern Slavery:** *Expr3ss!* is committed to ethical business practices and the prevention of modern slavery in all its forms. While not legally required to report under legislation, we voluntarily uphold high standards of transparency and integrity across our operations and supply chains. We expect our customers, partners, and suppliers to comply with all applicable modern slavery laws and to take reasonable steps to ensure their own operations and supply chains are free from any form of forced, bonded, or child labour.

19.2 **Indemnity:** You indemnify and agree to keep us indemnified against any and all losses, damages, liabilities, claims, actions, proceedings, costs and expenses (including reasonable legal fees) that we may sustain or incur, directly or indirectly, arising out of or in connection with:

- a) your access to, use of, or conduct in connection with the Platform;
- b) any breach by you of these Platform Access Conditions or any applicable laws;

- c) any negligent act or omission by you or your personnel;
- d) any job advertisement, screening question or other material you provide that is defamatory, misleading, or otherwise unlawful;
- e) any breach or alleged breach of intellectual property rights or other rights of third parties in materials you provide;
- f) any files, content or data you submit that contain viruses, malware, or other harmful components.

19.2.2 This indemnity survives the termination or expiration of your access to the Platform.

19.2.3 Nothing in this clause limits any other rights or remedies we may have under law or equity.

19.2.4 This indemnity does not apply to the extent that any such losses, damages, or liabilities arise as a result of our gross negligence, fraud, or willful misconduct.

19.3 **Lawful purpose:** You shall ensure that the Platform is used only for lawful purposes and in accordance with any applicable laws.

19.4 **Binding:** These Platform Access Conditions shall bind our successors, administrators and permitted assigns and your executors and permitted assigns, or, being a company, its successors, administrators and permitted assigns.

19.5 **Inconsistency:** If there is any inconsistency between a Client Agreement and the Platform Access Terms the Client Agreement shall prevail as regards the relevant Client.

19.6 **Assignment:** We may assign, transfer, or subcontract rights and/or obligations (in whole or in part) under these Platform Access Conditions without restriction. You may not assign, transfer, hold on trust, or otherwise delegate any of your rights or obligations under these Platform Access Conditions without the prior written consent of Expr3ss! Such consent will not be unreasonably withheld or delayed. If you are a company, any change in effective control (whether direct or indirect) will be deemed an assignment for the purposes of this clause.

19.7 **Severability:** Each clause in these Platform Access Conditions is severable and if any clause is held to be illegal or unenforceable, then the remaining clauses will remain in full force and effect.

19.8 **Waiver:** No failure, delay, relation or indulgence on our part in exercising any power, right or remedy precludes any other or further exercise of that or any other power, right or remedy.

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## 20. DISPUTE RESOLUTION

20.1 If you have any questions, feedback, or complaints relating to the Expr3ss!™ Platform, the Expr3ss!™ Services, the Contents, or any other matter under these Service Terms, please contact us at [admin.services@expr3ss.com](mailto:admin.services@expr3ss.com).

20.2 If you raise a concern with us and are not satisfied with our response, you agree to first make a good-faith effort to resolve the dispute directly with us. These informal resolution efforts will commence once we receive written notice from you containing your full name, contact details, a description of the issue, and the outcome you are seeking. Both parties will engage in good-faith discussions for at least 30 days to attempt resolution.

20.3 If the dispute is not resolved within 30 days of receiving written notice, either party may escalate the matter by appointing a senior representative with the authority to resolve the dispute. The other party must be notified in writing of the representative's name and contact details. The representatives must meet as soon as practicable—and in any event within 10 business days—to attempt to resolve the dispute or agree on a further process for doing so.

20.4 If the dispute remains unresolved within 10 business days of that meeting, either party may give written notice requiring the dispute to be referred to mediation. The mediation will be conducted by a mediator appointed by the Resolution Institute, in accordance with its rules.

20.5 Both parties must cooperate in good faith with the appointed mediator and comply with the Resolution Institute's guidelines. No party may initiate formal enforcement action unless and until the mediator determines that there is no reasonable prospect of resolving the dispute through mediation.

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## 21. GOVERNING LAW

21.1 These Platform Access Conditions are governed by the laws of New South Wales, Australia which shall have exclusive jurisdiction with respect to any disputes concerning the subject-matter of this document.

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22. INTERPRETATION AND DEFINITIONS

22.1 **Personal pronouns:** Except where the context otherwise provides or requires:

22.1.1 the terms **we**, **us** or **our** refers to Expr3ss! Pty Ltd (ACN 102 229 961) of Suite 2101, 2 Dind Street, Milsons Point, New South Wales 2061, Australia; and

22.1.2 the terms **you** or **your** refers to a user of the Platform.

22.2 **Defined terms:** In these Platform Access Conditions, unless otherwise provided, the following terms shall have their meaning as specified:

**Client Agreement** means an agreement relating to the *Expr3ss!*<sup>TM</sup> Platform which is entered into between Expr3ss! Pty Ltd and the relevant Client.

**Client** means any individual or entity that accesses or uses the *Expr3ss!*<sup>TM</sup> Platform, whether as:

- an organisation or business entity that has entered into a Client Agreement (including a Master Services Agreement) with Expr3ss! Pty Ltd to use the platform for recruitment or employment-related or other human resources purposes; or
- an individual who accesses the platform to search for or apply for employment opportunities, regardless of whether a formal agreement with *Expr3ss!*<sup>TM</sup> exists.

For clarity, a Client includes both employer-side Users acting under a Client Agreement and applicant-side Users accessing the platform for job-seeking purposes. All Clients are subject to the Platform Access Conditions by virtue of their use of the *Expr3ss!*<sup>TM</sup> Platform.

**Content** means all text, graphics, user interfaces, visual interfaces, photographs, illustrations, audio, video, trademarks, logos, sounds, music, artwork and computer code including but not limited to the design, structure, selection, coordination, expression, look and feel and arrangement of such content contained on the *Expr3ss!*<sup>TM</sup> Platform which is owned, controlled or licensed by or to us and is protected by Intellectual Property Rights.

**Client Content** means all text, graphics, photographs, illustrations, audio, video, trademarks, logos, sounds, music and artwork provided to Expr3ss! which is owned, controlled or licensed by the client and is protected by their Intellectual Property Rights.

**Expr3ss!** means Expr3ss! Pty Ltd (ACN 102 229 961, ABN 25 102 229 961) of Registered Office, Level 7, Aurora Place, 88 Phillip Street, Sydney NSW 2000 Australia and separately means the solutions, technologies and services to which that brand and trade mark is applied by it or the relevant rights holder, from time to time.

***Expr3ss!*<sup>TM</sup> Platform** means the platform and its relevant functionality and attributes including any Client specific or other sub-domains, such as <https://clientname.expr3ss.com>.

***Expr3ss!*<sup>TM</sup> Service** is a service offered by Expr3ss! to relevant persons and which involves access to and use of the *Expr3ss!*<sup>TM</sup> Platform on a basis and extent permitted by it from time to time.

**Mobile Devices** means communication devices.

**Intellectual Property Rights** means all forms of intellectual property rights (whether registered or unregistered) in copyright, designs, patents, trade marks, domain names, trade secrets, know-how, confidential information, and all other similar proprietary rights and all extensions and renewals thereof anywhere in the world which currently exist and/or are recognised in the future.

**Material** means any material in which you have Intellectual Property Rights provided by you for use on the *Expr3ss!*<sup>TM</sup> Platform or in the production, development and supply of the *Expr3ss!*<sup>TM</sup> Service to you including, but not limited to, text, illustrations, photographs, audio, video, any combination of these or other material.

**Platform Access Conditions** means these terms and conditions of access to the *Expr3ss!*<sup>TM</sup> Platform and any additional terms, conditions, notices and disclaimers displayed elsewhere on the *Expr3ss!*<sup>TM</sup> Platform, as amended from time to time.

**Privacy Notice** means the privacy notice of Expr3ss! Pty Ltd as amended from time to time.

**Third Party Content** means text, images, data and other content or services provided by a third party.

**Third Party Links** means links to websites or platforms operated by third parties.

**Third Party Terms** means third party terms and conditions of use, privacy policies and other policies.

**User** means a permitted user of the *Expr3ss!*<sup>TM</sup> Platform. Without limitation, this may be a person acting on behalf of a relevant employer or an applicant.