

## Advertising Terms and Conditions

These terms relate to advertising on the MACRO Recruitment website ([www.macrorecruitment.com.au](http://www.macrorecruitment.com.au))

This website owned and operated by MACRO Recruitment Australasia Limited (ABN 25 103 297 552). Your continued use of this Website will be deemed as acceptance of these Terms by you.

MACRO may vary these Terms at any time.

If MACRO varies these Terms, it will provide notice by publishing the varied Terms on the Site. You accept that by doing this, MACRO has provided you with sufficient notice of the variation to its Terms.

All Advertisement fees owing to MACRO must be paid prior to advertisements being placed. You are obliged to pay for the Advertisement services that MACRO agrees to provide you with regardless of whether you utilise or fully utilise those services.

MACRO provides no warranty to you that services generally available through the Site will be uninterrupted or error free. Except where we are unable to exclude our liability by legislation, we, our officers, employees, agents and contractors will not be liable in any way to you or anyone else for any loss or damage, however it arises (whether in contract, tort including negligence, or otherwise) out of or in connection with your access and use of the Site.

MACRO accepts no responsibility or liability for any errors in your advertisements and you must check your advertisements for errors as soon as they are placed on the Site.

MACRO agrees to use reasonable efforts to publish advertisements in the shortest possible time.

MACRO cannot and does not guarantee or warrant to the you that files available for downloading through the Site or delivered via electronic mail through the Site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

MACRO's Advertisement services acts as a medium through which individuals seek employment opportunities. Within this service MACRO does not vet, nor is it responsible for vetting, job candidates or the representations made by them whether oral or in writing - including those representations appearing in job candidates' resumes.

MACRO provides additional separate Services (advertised on this website) that cover these vetting services.

MACRO reserves the right at all times without the need to have to provide any notice to you, to alter the functionality and/or appearance of its products and services available from the Site itself, including but not limited to advertisements on the Site and/or as they are represented on mobile communication devices.

You warrant and agree that:

you have the legal capacity and power to agree to be bound by these Terms and perform the obligations under them;

advertisements and other works posted on the Site do not breach the intellectual property rights of any third party;

all files delivered to MACRO will be free of infection or viruses;

you will not use the Site for any illegal purpose; and

you will not use the Site or any features of the Site or products offered on the Site to upload, download, transact, store or make available data that is unlawful, harassing threatening, harmful, tortious, defamatory, libellous, abusive violent, obscene, invasive of another's privacy, racially or ethnically offensive or otherwise in our opinion objectionable or damaging to MACRO, the Site users or persons generally.

You indemnify and will keep indemnified MACRO, its officers, employees and agents against all claims, actions, suits, liabilities, actual or contingent costs, damages and expenses incurred by MACRO in connection with:

- any breach of these Terms or the Product Terms by you;
- any negligent act or omission by you;
- the listing or proposed listing of any advertisement by you on the Site or any related site; or
- an actual or alleged breach by you of any law, legislation, regulations, by-laws, ordinances or codes of conduct which occurs a consequence of the your advertisement appearing on the Site.

You agree at all times to deal with any information or products provided by MACRO or accessed from the Site in a manner which abides by all applicable laws of Australia, or of any other relevant jurisdiction (including, without limitation, privacy and copyright laws).

Except as otherwise permitted under these Terms, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from this Site including code and software.

You may not use data mining, robots, screen scraping, or similar data gathering and extraction tools on this Site for establishing, maintaining, advancing or reproducing information contained

on our Site on another website or in any other publication, without MACRO's prior written approval.

You may not use the Site to post any pyramid scheme on the Site and you also may not ask or require any candidate to pay a fee, charge, cost or any money whatsoever to apply for any job advertised on the Site whether such fee, charge, cost or money is asked or required of the candidate in the job advertisement itself or in any communication with the candidate that takes place as a result of a job advertisement placed on the Site.

You must not release to the public any news release, advertising material, promotional material or any other form of publicity relating to MACRO without MACRO's prior written approval.

You must ensure that all advertisements posted to the Site comply with all applicable legislation, regulations, by-laws, ordinances and codes of conduct, including but not limited to the:

Competition and Consumer Act 2010 (Cth) including but not limited to section 31 of Schedule 2 which requires that if you are a company you must not mislead persons seeking employment as to the availability, nature, terms or conditions or, any other matter relating to the employment opportunity being offered;

- Fair Trading Acts in all applicable States and Territories;
- Privacy Act 1988 (Cth) including the National Privacy Principles;
- Estate Agents Acts in all applicable States and Territories; and
- Human Rights and Equal Opportunity Commission Act 1986 (Cth); and
- all anti-discrimination and equal opportunity legislation applicable in the State or Territory in which you do business.

You must adhere to the principles of truth in advertising set out in the RCSA's Code For Professional Practice.

You are not permitted to insert links to an external website or an externally hosted application form within the details of a job ad (including from the apply functions) without MACRO's express written approval which may be granted withheld or withdrawn at MACRO's discretion.

You agree to abide by the terms and conditions of the Ad providers where your adverts are placed on your behalf.

You must ensure that advertisements posted to the Site are posted to the appropriate category of the Site. It is your responsibility to ensure that you familiarise yourself with the advertising requirements of each available category on the Site to ensure appropriate placement of advertisements.

You acknowledge and agree that they must only advertise one job role per job advertisement posted on to the Site. Where Advertisers have breached this obligation and have advertised

multiple job roles in the one job advertisement, MACRO reserves the right to charge you for the number of job roles advertised in the one job advertisement posted on to the MACRO Site.

Advertisers must ensure that all information entered into any data entry field, as part of the advertisement classification process, relates directly to the relevant data field category. MACRO reserves the right to amend, alter or remove any information that does not meet this requirement.

MACRO reserves the right and Advertisers must accept as a condition of advertising on the Site, MACRO's right to re-classify advertisements posted to the Site, entitling MACRO to withdraw advertisements from one category of its Site and to re-publish advertisements in another category on the Site.

Standard job advertisements are valid for 30 days, although you can choose to expire the advertisement earlier.

The following actions constitute a new/additional job advertisement:

- copying a job advertisement;
- reposting an archived or deleted job advertisement;
- extending a job advertisement (“Extending”) which adds 30 days to the life of the advertisement unless you choose to expire the advertisement earlier and this can occur on multiple occasions;

Changes to job advertisement body copy and advertisement title or location, work type, classification and sub-classification categories do not constitute a new job advertisement, regardless of the method used to post the advertisement.

You expressly authorise MACRO to store and retain all applications submitted in response to the relevant ad within the Advertiser Centre, rather than emailing those applications to an external source.

These Terms are governed by the laws of Victoria. Advertisers irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of Victoria, and waive any objection to legal action being brought in those Courts on the grounds of venue or inconvenient forum.

Last Updated On 5/8/13