

# TALENT MOBILITY HUB

## End User Terms

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These End User Terms govern your access to and use of the Talent Mobility Hub platform (“Platform”), which is owned by Philled Pty Ltd (“Philled”) and operated by [NAME] (“We”, “Our”, or “Us”). Your access is provided through Us. By accessing or using the Platform, you agree to be bound by these terms. If you do not agree, you must immediately cease use of the Platform.

### 1. Ownership of the Platform

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- 1.1 The Platform, including its design, features, functionality, source code, and all content made available through it (excluding content you submit), is owned by Philled and its licensors. All Intellectual Property Rights in and to the Platform are reserved by Philled.
- 1.2 For the purposes of these terms, “Intellectual Property Rights” means all intellectual and industrial property rights throughout the world, including copyright, trade marks, designs, patents, confidential information, trade secrets, and know-how, whether registered or unregistered.
- 1.3 Subject to your ongoing compliance with these terms, Philled (through Us) grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable licence to access and use the Platform solely for the purpose of receiving services from Us. No other rights are granted.
- 1.4 Nothing in these terms transfers any Intellectual Property Rights in the Platform to you. All trade marks, logos, and other proprietary designations of Philled must not be used without Philled’s prior written consent.

### 2. Prohibited Use

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- 2.1 You must not, and must not attempt to:
  - (a) scrape, copy, modify, reverse engineer, decompile, or otherwise extract the source code of the Platform or any of its content, or gain unauthorised access to the Platform or Philled’s networks or systems;
  - (b) reproduce, redistribute, sell, rent, sub-licence, or create derivative works based on the Platform or its content;
  - (c) use the Platform or its content to create, or assist any third party to create, a service that competes with the Platform;
  - (d) provide or facilitate access to the Platform to any person other than through Our authorised channels;
  - (e) interfere with or disrupt the integrity or performance of the Platform or the experience of any other user;
  - (f) attempt to probe, scan, or test the vulnerability of the Platform or any related system or network without Philled’s prior written authorisation;
  - (g) upload, post, or transmit any malicious code, malware, or content that is unlawful, defamatory, fraudulent, or that infringes the rights of any third party; or
  - (h) use the Platform for any purpose that is unlawful or in violation of any applicable law or regulation.
- 2.2 We reserve the right to suspend or terminate your access to the Platform immediately and without notice if it reasonably believes you have breached clause 2.1. This may include any reasonable request from Philled.

### 3. Privacy and Personal Information

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- 3.1 Philled’s Privacy Policy (available at <https://workinitiatives.com.au/privacy-policy>) explains how Philled stores personal information in connection with the Platform. By using the Platform, you consent to the handling of your personal information by Philled as one of Our subprocessors.
- 3.2 We are the primary party responsible for managing your personal information in connection with the services we provide to you. Philled is not responsible for, and has no control over, how we collect, use,

or disclose your personal information outside of the Platform. You should review Our privacy policy for information about how We handle your data.

## 4. Platform Availability

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- 4.1** No warranty is given that the Platform will be available on an uninterrupted, timely, or error-free basis. The Platform may be unavailable from time to time due to scheduled maintenance, unplanned outages, technical issues, or circumstances outside Our or Philled's reasonable control.
- 4.2** Your access to the Platform is contingent on Us maintaining an active agreement with Philled. If Our agreement with Philled is suspended or terminated for any reason, your access to the Platform will cease accordingly. Philled will have no liability to you in connection with any such cessation of access.

## 5. Indemnity

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- 5.1** You agree to indemnify, defend, and hold harmless Philled and its affiliates, officers, directors, employees, agents, licensors, and service providers from and against any claim, demand, loss, liability, cost, or expense (including reasonable legal fees) arising out of or in connection with:
- (a) your use of the Platform, including any content you upload, post, or transmit through the Platform;
  - (b) any breach by you of these terms;
  - (c) any violation by you of any applicable law or the rights of any third party, including any Intellectual Property Rights or privacy rights; or
  - (d) any dispute between you and Us or you and your future employer.
- 5.2** The indemnity in clause 6.1 does not apply to the extent that the relevant claim, loss, or liability is directly caused by Philled's acts and omissions.

## 7. General

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- 7.1** Governing law. These terms are governed by the laws of New South Wales, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.
- 7.2** Third-party beneficiary. Philled is an express third-party beneficiary of these terms and may enforce them directly against you, notwithstanding that your access to the Platform is provided through Us.
- 7.3** Survival. Clauses 1 (Ownership of the Platform), 2 (Prohibited Use), 5 (Disclaimer of Warranties and Limitation of Liability), and 6 (Indemnity) survive termination or expiry of your access to the Platform.