

Jobs & Skills Workinitiatives Platform-Specific Terms

Last updated: April 2026

1. Application of Terms

1.1 The following additional platform-specific terms apply when the Client is an Employer or Service Provider that has purchased access to the Platform identified as a Jobs & Skills Workinitiatives platform. This includes but is not limited to:

(a) www.workinitiatives.com.au, including websites listed on the Partners page; or

(b) any websites owned by Philled or its related bodies corporate, which include a Workinitiatives logo.

1.2 These Platform-Specific Terms expressly incorporate the General Terms, available at <https://philled.com.au/terms>. In the event of any inconsistency between these Platform-Specific Terms and the General Terms, these Platform-Specific Terms will prevail.

1.3 To the extent that Employer purchases access to the Platform on behalf of its personnel, Employer irrevocably and unconditionally guarantees the compliance of each user with the terms of this Agreement.

2. Definitions

2.1 In addition to the definitions in the General Terms, the following definitions apply to these Platform-Specific Terms:

Employer means the entity responsible for uploading a Listing in respect of a job opportunity, including any Service Providers.

Listing means a job listing, and all User Content submitted by an Employer in respect of that job listing.

Multi-Posting Functionality means the Platform's capability to post Listings on multiple recruitment or job board websites to assist with labour market testing requirements.

Service Providers mean any entities responsible for assisting employers with any services involving candidates and employees, including migration services,

relocation services, recruitment services, or other similar or related professional services.

3. Listings

3.1 Employer appoints Philled to promote and facilitate the distribution of Employer's Listings on the Platform (including any other third party job boards linked to the Platform). Without limitation, this includes the non-exclusive right for Philled to advertise the Listings on Philled's broader ecosystem of Jobs & Skills Workinitiatives platforms, including by using the User Content provided to Philled. For the avoidance of any doubt, nothing in this Agreement is intended to restrict Philled from advertising, marketing or selling products that are the same as, or similar to, Employer's Listings on the Platform. Where Philled receives an application to Employer's Listing, Philled will use our best endeavours to provide the application to Employer.

3.2 Employers warrant that each Listing they, or their users, submit:

(a) complies with all applicable legislation, including but not limited to the Australian Consumer Law, Fair Work Act 2009 (Cth), and any relevant state or territory labour laws;

(b) relates to a single, current, genuine, paid employment opportunity;

(c) does not relate to any illicit activities, including but not limited to any activities that may constitute modern slavery under the Modern Slavery Act 2018 (Cth);

(d) contains accurate, complete, and up-to-date information about the job opportunity and in particular does not contain any information that may mislead or deceive any person as to the availability, nature, terms of, or any other matter, relating to the relevant opportunity;

(e) does not discriminate against any person on the basis of a protected attribute under applicable anti-discrimination laws;

(f) does not contain any false, misleading, or deceptive statements or representations; and

(g) is solely for a role within the Employer's organisation and not posted for any third party, except to the extent that the primary business of the Employer is that of a recruitment agency or appointed migration specialist (with a migration agent registration number or legal practicing number).

3.3 Employers must, and must ensure that its users:

(a) promptly remove a Listing once the employment opportunity has been fulfilled or is no longer available;

(b) respond to candidate applications and inquiries in a timely and professional manner;

(c) maintain the confidentiality of any candidate information received through the Platform;

(d) comply with all applicable laws and regulations relating to recruitment, employment, and data protection; and

(e) not permit any third party to access Employer's account to post their own Listings; and

(f) promptly provide Philled with any reasonable information requested in relation to any Listing to verify that a genuine, paid employment opportunity exists, to confirm the accuracy of information in the Listing or to confirm that a Listing submitted by Employer is posted in the correct category on the Platform.

3.4 Employers acknowledge and agree that:

(a) they are solely responsible for the content of their Listings and any interactions with candidates;

(b) Philled does not guarantee any specific outcomes or results from the use of the Platform. In particular, Philled has no control over the quality, truth or accuracy of information received by the Employer through the use of the Platform, including any applications in response to Listings. The Employer acknowledges and agrees that it is responsible for ensuring the reliability of any information or material accessed via the Platform, and any reliance on such information is entirely at its own risk;

(c) Philled reserves the right to remove or modify any Listing that, in its sole discretion, violates the terms of this Agreement or any applicable laws.

4. Platform Features

4.1 Multi-Posting Functionality and Labour Market Testing

(a) The Platform may permit Employers to post Listings on multiple recruitment or job board websites to assist with compliance of labour market testing requirements ("Multi-Posting Functionality"). Philled makes no representations, conditions, guarantees or warranties regarding the ability of Multi-Posting Functionality to meet or comply with labour market testing requirements and Employers are solely responsible for ensuring compliance with all applicable labour market testing requirements and compliance with applicable migration laws.

(b) Employer must not use the Multi-Posting Functionality as a complete and accurate procedure for complying with all labour market requirements, which by law, may incorporate other criteria over and above posting Listings on multiple job boards. Employer and its users must apply professional judgement and obtain

appropriate legal or other professional advice regarding labour market testing requirements.

(c) The use of the Multi-Posting Functionality permits Employers to post Listings on other Third Party Materials, which is subject to the General Terms.

4.2 Adpost and Aptrack:

(a) This clause 4.2 applies where the Employer purchases access to the services identified as “Adpost” and/or “Aptrack”. Any references to Platform includes these services.

(b) “Adpost” and “Aptrack” mean products owned and controlled by oneworldmarket Ltd (trading as IDIBU) that is integrated into the Platform. The Employer acknowledges and agrees that the use of Adpost and Aptrack shall be governed by the applicable terms set out at <https://ww2.idibu.com/terms>, and the Employer agrees to comply with such terms.

(c) Philled does not warrant or guarantee the availability, accuracy, or performance of these third-party services.

4.3 Visa Checking Work Rights Feature:

(a) This clause 4.3 applies where the Employer purchases accesses any work rights and visa checking functionality on the Platform.

(b) To the extent that the Employer has received free credits from Philled to perform a visa check on an individual, which was provided in connection with purchases of Listings, the Employer shall have a period of 60 days from the date the credit was granted to use the credit for visa checking purposes.

(c) To the extent that the Employer has purchased credits from Philled to perform a visa check on an individual, the Employer shall have a period of 30 days from the date the credit was granted to use the credit for visa checking purposes.

(d) Philled obtains visa information from the Department of Home Affairs VEVO system. Any information received from VEVO is dependent on the accuracy of personal information provided through the Platform and upon the accuracy of any outputs produced by the VEVO system. As a result, Philled will not be liable for any errors provided by the VEVO system or by any candidates, Employers, or other individuals inputting incorrect information regarding a visa holder. Employers are solely responsible for ensuring the accuracy of information entered into the Platform.

(e) To the extent that Philled provides any reminders of visa expiry dates, Philled will not be liable if the reminder is not received due to incorrect details being provided by the Employer or due to firewalls, virus protection, spam filters or similar systems issue occurring.

(f) By using the Platform, you agree and accept Department of Home Affairs terms, found at: <https://www.homeaffairs.gov.au/access-and-accountability/using-our->

website/copyright-and-disclaimer. Please review and agree to these terms before continuing to use the work rights and visa checking functionality on the Platform.

4.4 Talent Mobility Hub Candidates

(a) This clause 4.4 applies where the Employer elects to access overseas candidate profiles, that may or may not have responded to Employer's Listing directly, via the Platform ("Talent Mobility Hub Candidate") under the "Overseas Candidates" tab.

(b) To the extent that Employer seeks to engage or otherwise employ a Talent Mobility Hub Candidate, the Employer must pay additional recruitment fees to a third-party recruiter or partners via the Platform ("Talent Mobility Hub Partners") and in accordance with this Agreement. An estimate of the recruitment fees will be provided in writing in advance and will be subject to an independent agreement with the third-party recruiter. For the avoidance of any doubt, Philled is and will not be a party to such an agreement with the third-party recruiter.

(c) Client agrees that, during the Term and for the 12 months after termination of the Agreement, Client will not any engage with Talent Mobility Hub Partners for the provision of candidates other than through the Platform.

5. Fees and Payment

5.1 Depending on the package or features purchased by the Employer, Philled will either: (a) charge on a pay-as-you-go manner; or (b) calculate and bill Fees monthly in advance. The Employer must pay the Fees in full and in advance, using one of the payment methods supported. Any credit card information provided by the Employer must be correct and kept up to date.

5.2 Philled reserves the right to obtain a credit, or similar, check before conducting or continuing to conduct business with you. If so, Employer must either comply with Philled's reasonable requirements or immediately stop using the Platform.

5.3 The Fees are subject to change with 30 days' written notice. Any such changes will apply on a prospective basis only.

5.4 If Philled offers any discounts on any Fees, it may do so subject to additional terms and conditions with which Employer must comply before you can take advantage of the discount.

5.5 Where GST, or an equivalent tax, is payable in respect of the Fees or any other payment under this Agreement, Employer is solely responsible for all such taxes payable under this Agreement.

5.6 Unless otherwise stated, all amounts are quoted in Australian Dollars.

5.7 Where the Employer has purchased the on-demand package, Philled reserves the right to suspend Employer's access to the Platform, and any of Employer's Listings, if the credit card provider declines payment at any time. Where the Employer has purchased a recurring month-to-month or fixed period subscription, if the credit card provider declines payment, Philled will retry the payment again over the next few days. Where the payment is declined again, Philled

reserves the right to downgrade the Employer to the on-demand package or otherwise suspend access to the Platform and any of the Listings.

5.8 Philled may also charge interest on late payments at the applicable cash rate specified by the Reserve Bank of Australia plus 2%, and any costs incurred in collecting payment from Employer.

5.9 Fees are non-refundable, except Employers may be eligible for a pro-rata refund if the Agreement is terminated for Philled's breach of the Agreement. Termination of an Employer's accounts does not relieve the Employer of the obligation to pay any outstanding fees.

5.10 Philled may use third-party payment processors, and change such processors at any time, to facilitate payment transactions and Employers agree to be bound by any terms and conditions of such payment processors. Employers must also agree to adhere to Stripe's terms, found at <https://stripe.com/au/connect-account/legal>. Please review the terms before continuing to use the Platform.

5.11 Account suspension: (a) Philled reserves the right to suspend access to the Platform if payment is declined or fails for any reason. (b) Access will be reinstated upon successful payment of all outstanding fees.

6. Privacy and Candidate Information

6.1 Employers receiving Candidate Information must: (a) notify candidates on how their personal information is collected, used, transferred, disclosed and protected; (b) collect all necessary consents from candidates in accordance with applicable law; (c) comply with all relevant and applicable international privacy laws, including but not limited to the Privacy Act 1988 (Cth) and the Australian Privacy Principles; (d) use Candidate Information only for genuine employment and/or recruitment activities; (e) take appropriate security and technical measures to protect Candidate Information; and (f) not disclose Candidate Information to any third party without express prior consent from the candidate.

6.2 Employers must only collect and use Candidate Information that is reasonably necessary for the purpose of assessing the candidate's suitability for employment. Employers must not collect sensitive information (as that term is defined under applicable privacy laws) unless: (a) the candidate has given explicit consent; and (b) the collection is reasonably necessary for the Employer's functions or activities.

6.3 Employers must take reasonable steps to protect Candidate Information from misuse, interference, loss, and unauthorised access, modification, or disclosure. Reasonable steps may include, but are not limited to: (a) implementing appropriate access controls; (b) using encryption; (c) regularly backing up data; and (d) training staff on privacy and data protection practices.

6.4 Employers must not keep Candidate Information for longer than is necessary for the purposes for which it was collected. Once Candidate Information is no longer

needed, Employers must take reasonable steps to: (a) destroy the information; or (b) ensure that the information is de-identified.

6.5 Where a candidate requests access to their personal information, the relevant party shall provide such access unless an exception under applicable law applies. If a candidate requests correction of their personal information, the relevant party must: (a) take reasonable steps to correct the information; or (b) if the relevant party refuses to correct the information, provide reasons for the refusal and the complaint mechanisms available to the candidate.

6.6 Before disclosing Candidate Information to an overseas recipient, Employers must take all steps necessary to comply with applicable privacy laws (including documenting any necessary transfer mechanisms) and to ensure that the overseas recipient does not breach the relevant and applicable standards of privacy laws that apply to that candidate.

6.7 In the event of a data breach involving Candidate Information, each party must: (i) take immediate steps to contain the breach and mitigate any potential harm; (ii) assess whether the breach is likely to result in serious harm to any individuals; and (iii) promptly notify the other party in writing of the incident and provide any relevant details.

7. Indemnity

Employer agrees to indemnify, defend and hold Philled and its affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from and against any claim or demand, including reasonable legal fees: (a) made by any third party (including in respect of any user dispute) due to, or arising out of or in connection with, any of your User Content or Listings, or your violation of any law or the rights of a third-party, including privacy and intellectual property rights; (b) for any breach of intellectual property rights of Philled.

8. Term and Termination

8.1 Term of the Agreement: If you have selected a:

(a) month-to-month subscription, this Agreement commences on the date the Employer signs up and continues for successive monthly periods until terminated in accordance with this Agreement; or

(b) fixed-term subscription (as specified at the time of sign up and selection), this Agreement commences on the date the Employer signs up and continues for the initial fixed term specified (e.g., 6 months), and thereafter for successive periods of the same duration until terminated in accordance with this Agreement.

8.2 Fee Increases. Any fee increases that occur within a fixed term subscription shall only apply after the end of the then current fixed term period.

8.3 Automatic Renewal. Philled will provide 60 days' and 30 days' written notice prior to the end of each then-current term. If the Employer does not provide written notice of cancellation or termination, this Agreement will automatically renew at the end of the then-current term for successive periods matching the original plan selection.

8.4 Termination by Employers: (a) Month-to-Month Subscriptions: Employers may terminate month-to-month subscriptions at any time by providing written notice to Philled. Termination will be effective at the end of the current paid month.

(b) Fixed-Term Subscriptions: Employers may terminate fixed-term subscriptions at any time by providing written notice to Philled. Termination will be effective at the end of the current fixed term period. No refunds will be provided for early termination of fixed-term subscriptions.

(c) On-Demand Packages: On-demand packages cannot be terminated once purchased. Unused credits or services within on-demand packages will expire as per the terms specified at the time of purchase.

8.5 The following provisions will survive the termination or expiration of this Agreement: clauses 5-8 of these Platform-Specific Terms.

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