

Predictive Search Pty Limited trading as Predictus Search.

WEBSITE TERMS OF USE

Welcome to our website ("Site").

This Site is operated by Predictive Search Pty Ltd trading as Predictus Search (referred to "we", "us" and "our").

Please read these terms and conditions of use ("Terms of Use") and our Privacy Policy (which may be found here) carefully before accessing or using the information and services available through the Site.

By using the Site, you acknowledge and agree that you have had sufficient chance to read and understand these Terms of Use and our Privacy Policy and you agree to be bound by them. If you do not agree to these Terms of Use and our Privacy Policy, please do not use the Site.

Use of Information

You agree that information contained on the Site is for personal use only and may not be sold, redistributed or used for any commercial purpose. You may download material from the Site for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices.

You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from the Site. You must not use the Site for any purpose that is unlawful or prohibited by these Terms of Use.

You acknowledge and agree that we cannot and will not guarantee or warrant to you that files available for downloading through the Site or delivered via electronic mail through the Site will be free of viruses, infected files, Trojan horses or any other type of malicious code. You are responsible for obtaining and implementing sufficient security procedures, programs and protocols to protect yourself from same.

Prohibited conduct

You must not:

a) use the Site for any activities, or post or transmit to or via the Site any information or materials, which:

1. breaches any laws or regulations, infringes a third party's rights or privacy, or which are contrary to any applicable standards or codes;
2. interferes with other users, or defames, harasses, threatens, bullies, or offends any person, or which inhibits any other user from using the Site; or
3. is obscene, indecent, discriminatory, inflammatory or pornographic or which could give rise to civil or criminal proceedings;

b) use the Site to send unsolicited commercial or bulk electronic messages;

c) make any fraudulent or speculative enquiries, reservations or requests using the Site;

d) provide false information when registering or changing your registration details;

e) tamper with, hinder the operation of or make unauthorised modifications to the Site;

f) knowingly transmit any virus or other disabling feature to or via the Site;

g) engage in any screen scraping or data acquisition or consolidation;

h) attempt to decipher, decompile, disassemble or reverse engineer any of the code or software comprising in or in

i) any way making up a part of the Site; or

ii) attempt any of the above acts or permit another person to do any of the above acts.

Accuracy of information

All material on the Site is provided in good faith and is derived from sources believed to be accurate and current as at the date of publication. Your use of the Site is at your sole risk. Access to the Site is provided on an 'as available' basis. We, including any of our related bodies corporate and our and their directors or employees, do not make any representation or warranty

that any material on the Site will be reliable, accurate or complete (nor do we accept any responsibility arising in any way for errors in, or omissions from that material) nor do we make any representation of warranty that your access to the Site will be uninterrupted, timely or secure.

Information does not represent professional advice

You acknowledge and agree that information provided on the Site is intended to provide general information only and is not professional advice. Any information provided on the Site does not take into account your specific circumstances and any reliance you place on such information is at your own risk.

We will not be liable to you or anyone else for any decision made or action taken in reliance upon any information contained on or omitted from the Site.

Liability

To the full extent permitted by law, we exclude all liability for any loss, damage, costs or expense, whether direct, indirect, incidental, special and/or consequential including loss of profits, suffered by you or any third party, or claims made against you or any third party which result from:

1. your access to or use of or inability to access or use the Site; or
2. any conduct or content of any other user or third party.

To the full extent permitted by law, we exclude all representations, warranties or terms (whether implied or statutory) other than those expressly set out in these Terms of Use.

These Terms of Use are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations (including, without limitation, the Australian Consumer Law). If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option, in the case of services:

1. the supply of the services again; or
2. the payment of the cost of having the services supplied again.

If we are not able to exclude liability, our aggregate liability for all claims relating to the Site will not exceed one hundred Australian dollars.

You agree to indemnify us and our related bodies corporate (and the officers, agents, partners and employees of each of these) against any and all loss, damage, costs, expenses, liability, claim or demand arising out of or in connection with your use and access to the Site or any breach by you of these Terms of Use.

Links

The Site may contain links to other websites as well as content added by people other than us. We do not endorse, sponsor or approve any such user generated content or any content available on any linked website.

If you access any linked website or user generated content via the Site, you do so at your own risk. We will have no liability arising from your use of or access to any linked website or user-generated content.

Copyright, trademarks and intellectual property

The Site contains material which is owned by or licensed to us and is protected by Australian and international copyright and other intellectual property laws, including but not limited to, the trademarks, trade names, software, content, design, images, graphics, layout, appearance and look of the Site.

As between you and us, we own:

1. the copyright which subsists in all creative and literary works displayed on the Site; and
2. all the intellectual property rights in the Site and nothing in these Terms of

Use constitutes a transfer of the ownership of any intellectual property rights to you.

We reserve all rights not expressly granted under these Terms of Use. Unless expressly stated otherwise, you are not permitted to copy, alter, modify or republish anything you find on the Site without the copyright or trademark owners' permission.

The logos of the Site and of Predictus Search are our trademarks. Other trademarks may be displayed on the Site from time to time. These may belong to third parties. Nothing displayed on the Site should be construed as granting any licence or right of use of any logo, trademark or masthead displayed on the Site.

Conflict

In the event of any conflict between these Terms of Use and the terms and conditions of your direct engagement with us (as a client, candidate, contractor or any other form of direct engagement with us where a set of terms and conditions governs such engagement), the terms of your direct engagement with us will prevail.

Breach

If you breach these Terms of Use, notwithstanding any other rights we may have, we may, without notice to you block you from the Site.

Enforceability

If any provision of these Terms of Use is found to be illegal, invalid or unenforceable by a court of law in respect of a jurisdiction, then that provision will not apply in that jurisdiction and is deemed not to have been included in the Terms of Use in that jurisdiction. This will not affect the remainder of the remaining provisions.

Assignment

These Terms of Use, and any rights and licences granted to you under these Terms of Use, cannot be transferred or assigned by you to a third party. However, these Terms of Use may be assigned by us, at any time, without notice to you.

Waiver

If we fail to exercise or delay in exercising the right, power or remedy, we do not waive the right, power or remedy. If we do not act in relation to a breach by you of these Terms of Use, this does not waive our right to act with respect to that breach or subsequent or similar breaches.

Governing law

These Terms of Use are governed by and will be interpreted in accordance with the laws of New South Wales. This Site may be accessed outside of Australia. We make no representation that the Site complies with the laws of any country outside Australia. If you access the Site from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the Site.

Contact us

If you have any questions or complaints, please contact us at: info@predictussearch.com