

## MyCareerMatch Terms of Use

### 1. Introduction

This site is owned and operated by MYPROFILE PTY LTD (“Myprofile”) and the information and materials appearing on this Site (“the Content”) are displayed for personal, educational use only. All software used on this Site and all Content included on the Site (including without limitation Site design, text, graphics, audio and video and the selection and arrangement thereof) is the property of MYPROFILE or its suppliers and is protected by international copyright laws.

MYCAREERMATCH is a registered trademark and product of MYPROFILE PTY LTD (ACN 097 530 428). Please read these carefully. If you do not accept these Terms and Conditions do not use MyCareerMatch or any other MYPROFILE website including profilehost.com.au; careercourse.com.au; mycareercourse.co.uk; mycareerfinder.com.au; mystudycity.com; mycareercourse.com.au; mydigitalcareer.com.au; mycoursematch.com.au; mycareermatchrecruit.com; By proceeding with an assessment survey, you acknowledge that you have agreed to these Terms. MYPROFILE may update these Terms from time to time and you should review this page regularly.

### 2. Copyright and Trademarks

All copyright, trade marks, design rights, patents and other intellectual property rights (registered and unregistered) in and on the [www.mycareermatch.com.au](http://www.mycareermatch.com.au) website and all other Myprofile websites and all content located on the sites shall remain vested in MYPROFILE PTY LTD or its licensors.

#### Copyright Terms of Use

© Myprofile Pty Ltd | ACN 097 530 428

Except as permitted by the copyright law applicable to you, you may not reproduce or communicate any of the content on this website, including files downloadable from this website, without the permission of the copyright owner.

The Australian Copyright Act allows certain uses of content on the internet without the copyright owner's permission. This includes uses by educational institutions for educational purposes, and by Commonwealth and State government departments for government purposes, provided fair payment is made. For more information, see [www.copyright.com.au](http://www.copyright.com.au) and [www.copyright.org.au](http://www.copyright.org.au)

We may change these terms of use from time to time. Check before re-using any content from this website.

Any other use of MYCAREERMATCH content requires the prior written permission of MYPROFILE PTY LTD.

#### Explanatory Note

Myprofile Pty Ltd is reliant on the Copyright Act to receive fair payment and distribution income from allowing its copyright material to be downloaded and used for educational and or Government purposes.

The Australian Copyright Act allows educational institutions to use text and images from the internet including downloadable files for educational purposes and by Government, in ways that would otherwise require a copyright clearance, provided fair payment is made. These provisions are included in Statutory Licences for Educational Use regulations. The Australian Government has appointed Copyright Agency to manage the use of content in reliance on these provisions (the educational statutory licence).

Under The Educational Statutory Licence, teachers, careers advisers, career counsellors, students and those in education may download files; make copies, including a print-out or photocopy or “copy & paste” any part of the website for educational use, including study or research.

### 3. Links to our websites

You may link from your site to our sites, provided that it is clearly indicated on your site that the content being accessed is the property of MYPROFILE. These links must not be for financial gain and you may not collect personal data from these links. You may not reproduce any content from our website onto your website and all links must link directly to the MYCAREERMATCH website for downloads and information.

#### **4. Links to other sites**

Links may be provided on MYPROFILE websites from time to time to other websites for the convenience of users. The inclusion of these links does not in any way imply endorsement by MYPROFILE. These other sites will have their own privacy policies and may collect or solicit personal information. MYPROFILE policies and procedures do not apply to any external links.

#### **5. Acknowledgments**

Users acknowledge that MYCAREERMATCH Reports are based solely on information provided by the user in response to an online questionnaire and that MYPROFILE cannot warrant the accuracy or truthfulness of the user's response. MYPROFILE reports are intended to provide general behavioural information regarding the user's personality and are a guide to assist users in their careers or personal development and education. This includes all MYPROFILE reports but not limited to MYCAREERMATCH, JOBPROIFLE and MYPROFILE.

#### **6. Limitation of Liability and Indemnity**

MYPROFILE, its Directors, Associates, Consultants, Staff or Clients are not liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including and without limitation, any damages arising out of, or in any way connected with, the use or performance of the MYPROFILE Report or analysis of the user or any impact of any comments or analysis in respect of any decision of any person to employ, continue to employ or offer employment to, the user or otherwise, arising out of the use of the MYPROFILE Program.

In no event shall MYPROFILE, its officers, employees, partners and agents be liable to you for any damages or claim for lost profits or income, failure to secure or maintain employment, loss or depletion of goodwill or loss of opportunity, emotional stress and suffering, or damages resulting from lost data or business interruption or any indirect or consequential loss resulting from your use, inability to use, interruption, suspension or termination of the Web Site, online assessment, or your reliance upon any material or report, whether based on a breach of warranty, or contract, tort, misrepresentation or otherwise

#### **7. Warranties**

MYPROFILE does not view or retain copies of the users Reports. Reports are sent electronically to the e-mail address specified by the user. If the user is requested by a Client or School or University to complete a report then a copy of the report may also be sent to the person requesting the user complete a report.

#### **8. Termination**

MYPROFILE may terminate a Client agreement by giving the Client 30 days' notice in writing by email to this effect. Clients wishing to terminate their agreement with Myprofile must give 30 days' notice in writing by email.

## **9. Fees**

Fees are set by MYPROFILE and include Goods and Services Tax (GST) where applicable. MYPROFILE reserves the right to set fees as may be determined by the company and to advise Clients by notifying them in writing by email 30 days in advance of any variation.

## **10. Web Site**

MYPROFILE uses all reasonable efforts to ensure the contents of its Web Site are accurate and up to date and that the Web Site is available 24 hours a day. However, the information may contain inaccuracies or typographical errors, and MYPROFILE makes no representations about the accuracy, reliability, completeness, or timeliness of the information, software or links. Changes are periodically made to the Web Site and may be made at any time. The Web Site may be unavailable or access may be interrupted from time to time due to technical failure. MYPROFILE does not warrant that this Web Site and its server are free of computer viruses, infection, worms and Trojan horses and other harmful codes or properties. If your use of the Web Site or the information results in the need for servicing or replacing equipment or data, MYPROFILE is not responsible for those costs.

Under no circumstances shall MYPROFILE be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including without limitation, incorrect email addresses, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, orders of domestic or foreign courts or tribunals, or non-performance of third parties.

## **11. Conditions of Use**

Myprofile products are for the exclusive use of Myprofile clients. Products include, Myprofile, JobProfile, MyResume, MyCoach, MySalesSuccess, MyCareerMatch, MyChild, JobMatch and include all private label and rebranded products. Myprofile products cannot be sold, re-sold, shared, transferred or provided free of charge to any other entity or person. A breach of these terms will lead to Termination and legal action.

## **12. Jurisdiction**

This Agreement is governed by and construed in accordance with the laws of New South Wales, Australia and the Parties agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia. Any legal matter arising will commence and conclude within the jurisdiction of the NSW Courts.

## Privacy Statement

MYPROFILE Pty Ltd is bound by the National Privacy Principles introduced on 21st December 2001 in an amendment to Privacy Act 1988.

### Collection

MYPROFILE does not collect personal information from you other than is necessary for you to complete its online behavioural assessment report. Information collected includes, your name and email address. Credit Card details are directly dealt with by eWay [www.eway.com.au](http://www.eway.com.au) our Credit Card provider.

Your information will not be disclosed without your consent. If you are using a Client Access Number to complete a Profile then a copy of your Profile will be sent to the person who has provided you an access code.

### Use & Disclosure

Profile information will only be used for the purpose for which it was collected, that is to provide you, your employer or prospective employer, your behavioural Profile as described in the "sample report" available for viewing on this web site.

### Data Quality

Prior to disclosure of your Profile, reasonable steps will be taken to ensure that the information accurate and complete and up-to-date for the purpose for which it is to be used.

### Data Security

Security will be maintained to protect Profile information against unauthorised access, alterations and accidental loss. Please be aware that no data transmission over the Internet can be guaranteed as totally secure. MYPROFILE Pty Ltd has contracted a national Internet service provider, Fujitsu Data Centre to store data and provide Internet access.

### Access & Collection

Should you consider that your Profile is not accurate and does not truly represent your behavioural Profile as defined by the DPSA profiling system then you should immediately make contact with us at: [mish@myprofile.com.au](mailto:mish@myprofile.com.au) advising us of your concerns.

### Identifiers

We do not use identifiers assigned by an agency or body outside of MYPROFILE Pty Ltd.

### Anonymity

In order for the Profile to be accurate and reflect your behavioural Profile only your name and e-mail address is required.

### Sensitive Information

MYPROFILE Pty Ltd does not collect sensitive information about you.

### Trans-border Data Flow

MYPROFILE cannot guarantee that Profiles sent to other countries excluding Australia will comply with this Privacy Statement.