



## **Website Terms And Conditions Of Use**

In these terms and conditions, “we” “us” and “our” refers to Go Remote Pty Ltd trading as Pointer Remote Roles (**Pointer Remote Roles**). These terms and conditions of use and any terms specific to a particular webpage or interactive area (**Site Terms**) apply to your use of the website [www.pointerremoteroles.com.au](http://www.pointerremoteroles.com.au) (**Site**) and do not alter in any way the terms or conditions of any other agreement you may have with us.

Please read these Site Terms carefully. By visiting or using the Site including any of the services offered on the Site, you agree to be bound by the Site Terms and by all terms, policies, guidelines, notices and disclaimers published on this Site and any documents available for download from the Site. If you do not agree to all of these terms, do not use the Site. By using this Site, you represent and warrant that you are over the age of 18 and are lawfully able to accept these Site Terms.

## **Privacy Policy**

Pointer Remote Roles is committed to protecting your privacy. Please refer to our **Privacy Policy** (available on our website) for information on how we collect, use and disclose personal information.

## **Ownership of the Site and its Contents**

The Site is owned by Pointer Remote Roles. Unless otherwise indicated, Pointer Remote Roles owns or has a licence to use all of the content featured or displayed on the Site, including, but not limited to text, graphics, designs, artworks, data, photographic images, moving images, sound, illustrations, software, and their selection and arrangement (**Site Content**).

All elements of the Site, including the Site Content, are protected by laws relating to the protection of intellectual property such as copyright and trade mark laws.

## **Use of the Site**

This Site and the Site Content are intended for potential employers and candidates who want to use our services. You may only use this Site or the Site Content for the purpose of using our services including engaging with others via this Site. You are permitted to



download a copy of the information on this Site to your computer or personal mobile device for your personal use only provided that you do not delete or change any copyright symbol, trade mark or other proprietary notice.

Your use of our content in any other way infringes our intellectual property rights. You are specifically prohibited from: (a) using any data mining, robots or similar data gathering or extraction methods; and (b) manipulating or otherwise displaying the Site or the Site Content by using framing or similar navigational technology.

You represent and warrant that you will comply with all applicable laws and regulations, including, without limitation, those relating to the Internet, data, e-mail, privacy, and the transmission of technical data exported from Australia or the country in which you reside.

### **Copyright Infringement Policy**

In accordance with applicable copyright legislation and other applicable laws, Pointer Remote Roles has a policy of terminating, in appropriate circumstances and at Pointer Remote Roles's sole discretion, account holders who infringe the intellectual property rights of Pointer Remote Roles or any third party.

If you believe that any material on the Site infringes your copyright, you may send a notification of such infringement to us at [people@pointerremoteroles.com.au](mailto:people@pointerremoteroles.com.au). We may give notice of a claim of copyright infringement by means of a general notice on the Site or electronic mail to a user's e-mail address.

### **Trade marks**

Pointer Remote Roles is the owner or licensee of registered and unregistered trade marks as identified on the Site and these may not be copied, imitated or used, in whole or in part, without the prior written permission of Pointer Remote Roles. In addition, Pointer Remote Roles owns the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, and it may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trade marks, product names and company names or logos used on the Site are the property of their respective owners. Our reference to any third party's products or services is not an endorsement, sponsorship or recommendation of its products or services.



## **Links**

You may not use our logo or other proprietary graphic of Pointer Remote Roles to link to this Site without our express written permission. Further, you may not frame any of our trade marks, logos or other proprietary information, including the Site Content, without our express written permission.

This Site may contain links to third party sites which are not under Pointer Remote Roles's control and Pointer Remote Roles has no responsibility for the content of these sites. Pointer Remote Roles makes no claim or representation regarding, and accepts no responsibility for, directly or indirectly, the quality, content, nature or reliability of third-party websites accessible by link from the Site, or websites linking to the Site. Links to other sites are provided for convenience only, and unless we expressly state otherwise, do not imply any affiliation, endorsement or adoption by Pointer Remote Roles of the products or services offered by the site.

When you leave the Site, the Site Terms no longer apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site. You agree that Pointer Remote Roles is not responsible or liable for any loss, damage or other matters of any sort incurred as the result of your dealings with third parties via their websites.

## **Feedback**

Please use the contact form on Pointer Remote Roles' website to provide any feedback or complaints in regards to Pointer Remote Roles.

Pointer Remote Roles is entitled to suspend or terminate your account at any time if Pointer Remote Roles, in its sole and absolute discretion, is concerned by any feedback that is posted in relation to candidates, recruiters or employers.

## **Registration Data and Account Security**

In consideration of your use of the Site, you agree to: (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site (**Registration Data**); (b) maintain and promptly update the Registration Data, and any other information you provide to Pointer Remote Roles, to keep it accurate, current and



complete; (c) maintain the security of your password and identification; (d) notify us immediately of any unauthorised use of your account or other breach of security; (e) accept all responsibility for any and all activities that occur under your account; and (f) accept all risks of unauthorised access to the Registration Data and any other information you provide to us.

### **Indemnification**

You agree to defend, indemnify and hold harmless Pointer Remote Roles, its subsidiaries, affiliates, licensors, employees, agents, third party information providers and independent contractors against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable legal costs) arising out of or related to any User Content that you post, store or otherwise transmit on or through the Site, your conduct, use of or inability to use the Site, your breach or alleged breach of the Site Terms or of any representation or warranty contained herein, your unauthorised use of the Site Content, or your violation of any rights of another.

### **Disclaimer**

Pointer Remote Roles uses reasonable efforts to ensure the accuracy, correctness and reliability of the Site Content, but we make no representations or warranties as to the Site Content's accuracy, correctness or reliability.

To the maximum extent permitted by applicable law, the Site and the Site Content are provided "as is" without guarantee or warranty, express or implied, of any kind including but not limited to guarantees or warranties of acceptable quality or fitness for a particular purpose or non-infringement. You agree that the functions embodied on or in the materials of the Site are not warranted to be uninterrupted or without error or that defects will be corrected. We make no warranty that the Site or the Site Content are free from infection by viruses or anything else that has contaminating or destructive properties.

### **Limitation of Liability**

To the extent that Pointer Remote Roles can limit the user's remedy for breach, then Pointer Remote Roles's liability is limited to one or more of the following at Pointer Remote Roles's option:



- A. in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
- B. in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

To the maximum extent permitted by applicable law, in no event shall Pointer Remote Roles and its directors, employees, content providers, agents and affiliates be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of the Site, the services or products, the Site Content or the materials contained in or accessed through the Site, including without limitation any damages caused by or resulting from reliance by user on any information obtained from Pointer Remote Roles, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorised access to Pointer Remote Roles's records, programs or services.

To the maximum extent permitted by applicable law, in no event shall the aggregate liability of Pointer Remote Roles, whether in contract, guarantee, warranty, tort (including negligence), product liability, strict liability or otherwise, arising out of or relating to the use of the Site exceed the fees you pay, if any, to Pointer Remote Roles for access to or use of the site.

## **Termination**

Notwithstanding any of these Site Terms, Pointer Remote Roles reserves the right, without notice and in its sole discretion, to terminate your account and/or to block your use of the Site. On termination you must destroy all materials obtained from the Site and any and all other Pointer Remote Roles sites including copies of those materials.



### **Changes to Site Terms**

Pointer Remote Roles reserves the right to change any of the terms and conditions contained in the Site Terms or any policy or guideline of the Site, at any time and in its sole discretion. Any changes will be effective immediately upon posting on the Site. Your continued use of the Site following the posting of changes will constitute your acceptance of such changes. We encourage you to review the Site Terms whenever you visit one of our websites.

### **Miscellaneous Provisions**

Any waiver of any provision of the Site Terms will be effective only if in writing and signed by Pointer Remote Roles.

The Site Terms are governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

If part or all of any of the Site Terms is illegal or unenforceable it will be severed from the Site Terms and will not affect the continued operation of the remaining provisions of the Site Terms.

### **Questions and Contact Information**

Questions or comments about the Site or Site Terms may be directed to Pointer Remote Roles at [people@pointerremoteroles.com](mailto:people@pointerremoteroles.com)