

## Employer Terms of Use

**Head Office**

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 ABN 65 067 134 634

Employers advertising through Equinox Partners herein defined as “Employers” agree to be bound by the following terms and conditions.

1. As a condition of using any services supplied by Equinox Partners, Employers must comply with the Human Rights and Equal Opportunity Commission Act 1986 (C'th) and all anti-discrimination and equal opportunity legislation applicable in the State or Territory in which they conduct business. Where an exemption to comply with the legislation has been granted, the exemption number must be included in the advertisement submitted to EQUINOX PARTNERS.
2. Employers agree to adhere to the National Privacy Principles set out under the Privacy Amendment (Private Section) Act 2000 (“NPP’s”) More information is available at [www.privacy.gov.au](http://www.privacy.gov.au) .
3. Employers agree at all times to deal with any information or products provided by Equinox Partners or accessed from the Site in a manner which abides by all applicable laws of Australia, or of any other relevant jurisdiction (including, without limitation, privacy and copyright laws).
4. Employers are to comply with the principles of truth in advertising as set out in the [RCSA's code of Practice](#).
5. Equinox Partners reviews every advertisement posted to its Site, and it reserves the right to withdraw without notice to the Advertiser any advertisement that is or appears to Equinox Partners to be contrary to law. Equinox Partners will not accept advertisements that appear to be contrary to law. Further, Equinox Partners reserves the right to either reject or remove any advertisement from its Site for any reason whatsoever.
6. Equinox Partners cannot and does not guarantee or warrant to Employer that files available for downloading through the Site or delivered via electronic mail through the Site will be free of infection or Trojan horses, viruses, worms, or other code that manifest contaminating or destructive properties. Employers are responsible for implementing sufficient procedures and checkpoints to satisfy their particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.
7. Equinox Partners provides no warranty to Employers that services generally available through the Site will be uninterrupted or error free. Equinox Partners agrees to use its reasonable endeavours to ensure that any disruptions to or a denial of access to its Site will be remedied as quickly as possible.
8. Employers agree to indemnify Equinox Partners, its officers, employees and agents against all claims, actions, suits, liabilities, costs and expenses incurred on any account by Equinox Partners as a result of the listing or proposed listing of any advertisement by an advertiser on the Site, or any related site.
9. Equinox Partners makes every effort to avoid errors in advertisements it has agreed to post to the Site. However, EQUINOX PARTNERS accepts no responsibility or liability for any errors and requires that Employers check their advertisements for errors as soon as they are placed on the Site(s). All reasonable efforts will be undertaken by EQUINOX PARTNERS to edit errors brought to Equinox Partner’s attention as soon as reasonably possible.
10. Equinox Partners post jobs on several different sites of behalf of employers. Whilst Equinox Partners does all that is possible to ensure all advertisements are placed correctly, employers indemnify Equinox against this failing to occur.
11. All amounts owing to Equinox Partners by Employers must be paid within 14 days of the date of invoice notwithstanding any errors or omissions in any advertisement placed on the Equinox Partners Site or partner sites.
12. Employers agree not to use the Site to post any illegal schemes such as pyramid schemes through the Site. Employers also agree not to ask or require any candidate to pay a fee, charge, cost or any money whatsoever to apply for any job advertised through Equinox whether such fee, charge, cost or money is asked or required

of the candidate in the job advertisement itself or in any communication with the candidate that takes place as a result of a job advertisement placed through Equinox Partners.

13. Employers are responsible to make sure that all advertisements posted to the Site comply with all applicable legislation, regulations, by-laws, ordinances or codes of conduct, including but not limited to the Trade Practices Act 1974 (C'th), the Fair Trading Acts in all applicable States and Territories and the relevant Estate Agents Acts in all applicable States and Territories.
14. Employers agree to indemnify Equinox Partners, its officers, employees and agents against any actual or contingent costs, expenses, charges, damages or liabilities incurred in relation to any actions or claims brought by any person or entity against Equinox Partners as a result of an actual or alleged breach by you of any law, regulation, by-law, ordinance or code of conduct or such other actions or claims brought as a consequence of your advertisement through Equinox Partners.
15. Employers agree that Equinox Partners retains all intellectual property rights contained in any of the goods and services provided by Equinox Partners.
16. Employers agree that in accordance with Sections 18K(1)(b) and 18N(1)(b) of the Privacy Act 1988, EQUINOX PARTNERS may obtain from either a credit reporting agency or other credit providers, personal credit information about the Advertiser and/or its directors, for the purposes of assessing an Advertiser's commercial credit application.
17. Employers agree that in accordance with Section 18K(1)(h) of the Privacy Act 1988 Equinox Partners may obtain a consumer credit report about the Advertiser from a credit reporting agency for the purposes of collecting overdue payments relating to commercial credit owed by the Advertiser.
18. Employers agree to comply with section 53B of the Trade Practices Act 1974 (C'th) which requires that Employers that are companies not mislead people looking for employment as to the availability, nature, terms or conditions or, any other matter relating to the employment opportunity being offered.
19. Employers must ensure that advertisements posted to the Site are posted to the appropriate category of the Site and the onus is on Employers to ensure that they familiarise themselves with the advertising requirements of each available category on the Site to ensure appropriate placement of advertisements.
20. Equinox Partners reserves the right and Employers must accept as a condition of advertising on the Site, Equinox Partners right to re-classify advertisements posted to the Site, entitling Equinox Partners to withdraw advertisements from one category of its Site and to re-publish advertisements in another category on its Site.
21. This agreement is governed by the laws of Victoria. Employers irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of Victoria, and waive any objection to legal action being brought in those Courts on the grounds of venue or inconvenient forum.