

BLYNK'S TERMS AND CONDITIONS

Welcome to Blynk!

These terms and conditions (**Terms**) govern your use of Blynk, an online recruitment platform, available on our Website at blynkjobs.com

Blynk allows employers (**Employers**) to list job advertisements (**Job Ads**) and for applicants (**Applicants**) to apply for jobs listed on Job Ads.

By clicking the tick box below, paying for your Subscription or otherwise accepting the benefit of any part of Blynk, you agree to be bound by these Terms which form a binding contractual agreement between you or the company you represent ('**you**') and Blynk Pty Ltd ABN 45 644 328 254 ('**our**', '**we**' or '**us**'). You represent and warrant that you have valid authority to enter into these Terms on behalf of any entity you may represent.

We may change these Terms at any time by notifying you, and your continued use of Blynk following such an update will represent an agreement by you to be bound by the Terms as amended.

In these Terms, capitalised words and phrases have the meanings given to them where they are followed by bolded brackets, or as set out in the Definitions table below.

Please read these Terms carefully before agreeing to proceed with Blynk.

What parts of the Terms apply to me?

The remainder of these Terms are divided into three parts:

- Part A (**All Users**), which sets out Terms that apply to all Users.
- Part B (**Employer Terms**), which sets out additional terms that apply to Employers.
- Part C (**Applicant Terms**), which sets out additional terms that apply to Applicants.

If you intend to use Blynk as an Employer, only Part A and Part B of these Terms will apply to you.

If you intend to use Blynk as an Applicant, only Part A and Part C of these Terms will apply to you.

DEFINITIONS

Term	Definition
Add On Fees	has the meaning set out in clause 17.1(a)(ii).
Blynk	includes any software or services to be provided to you under these Terms.
Confidential Information	means information of or provided by a party that is by its nature is confidential information, is designated by that party as confidential, or that the other party knows or ought to know is confidential, but does not include information, which is or becomes, without a breach of confidentiality, public knowledge.
Documentation	means all manuals, help files and other documents supplied by us to you relating to Blynk, whether in electronic or hardcopy form.
Fixed Fees	has the meaning given in clause 17.1(a)(i).
Hosted Services	has the meaning given in clause 4.
Intellectual Property Rights	means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trade marks, designs, patents, moral rights, semiconductor and circuit layout rights, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement.
Personnel	means, in respect of a party, its officers, employees, contractors (including subcontractors) and agents.
Software Content	means all materials owned or licensed by us in connection with Blynk and any Intellectual Property Rights attaching to those materials.
Subscription	has meaning set out in clause 16(a).
Subscription Fees	has the meaning set out in clause 17.2 of these Terms.
Subscription Tier	has the meaning set out in clause 16(b) of these Terms.
User	means end users of Blynk and any other third party granted access to Blynk by you.
User Data	means files, data, materials or any other information or documents, which is uploaded to Blynk by you, including any Intellectual Property Rights attaching to those materials.
Website	means the website at the URL set out in the first paragraph of these Terms, and any other site operated by us in connection with Blynk.

PART A ALL USERS

1 PILOT STAGE

- (a) You acknowledge and agree that Blynk is currently in a pilot stage (**Pilot Stage**) and will be until further notice to you, and that you should use Blynk with that standard of stability in mind.
- (b) During the Pilot Stage you may notify us of any functional flaws, errors, anomalies, problems or bugs with Blynk and provide feedback regarding your use and experience with Blynk.
- (c) Any feedback, ideas, modifications, suggestions or improvements with respect to the Software (**Feedback**) you provide will be our property on and from its creation and is Confidential Information to be owned by us.
- (d) (**Disclaimers**) You acknowledge and agree that during the Pilot Stage:
 - (i) Blynk may be subject to a number of changes and it is expected that Blynk will have flaws, errors or bugs and may be down for certain periods (**Disruptions**);
 - (ii) we reserve the right to amend, update or change the functionality or content of Blynk at any time, without prior notice to you; and
 - (iii) we will not be liable for any loss or damage you may suffer as a result of any Disruptions.

2 ACCOUNTS

- (a) In order to use Blynk as an Employer, you will be required to sign-up for an account (**Employer Account**). There are two types of Employer Accounts:
 - (i) “**Company Accounts**” which are administrator accounts set up by users on behalf of a company, organisation or group; and
 - (ii) “**User Accounts**” which are accounts set up by individual users who have been invited to use Blynk through a Company Account.
- (b) Applicants are not required to sign-up for an account to use Blynk. However, Applicants who use Blynk without registering an account, acknowledge that they will have limited access to Blynk and its full functionality is only available to those Applicants who register an account (**Applicant Account**).
- (c) If you register an Employer Account or Applicant Account (**Account**), the following terms apply to you:
 - (i) (**Provide Information**) As part of the Account registration process and your continued use of the Website, you may be required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, bank account information, photos and video, audio files, profile information and other information as determined by us from time to time.
 - (ii) (**Warranty**) You warrant that any information you give to us in the course of completing the Account registration process or throughout your use of Blynk will always be accurate, honest, correct and up-to-date.
 - (iii) (**Acceptance**) Once you complete the Account registration process, we may, in our absolute discretion, choose to accept you as a registered user within the Website and provide you with an Account.
 - (iv) (**Sharing Account Information**) You agree to not share your Account details with any other person and that any use of your Account by any other person is strictly prohibited. You must immediately notify us of any unauthorised use of your Account, password or email, or any other breach or potential breach of Blynk’s security.
 - (v) (**Cancellation**) We may, in our absolute discretion, suspend or cancel your Account for any reason, including for any failure by you to comply with these

Terms. You may also cancel your Account for any reason at any time using the functionality of Blynk.

3 BLYNK

3.1 LICENCE

We grant to you a non-exclusive, non-transferable licence to use Blynk and the Documentation.

3.2 ENHANCEMENTS

- (a) We may from time to time in our absolute discretion release enhancements to Blynk, where enhancement means any upgraded, improved, modified or new versions of Blynk (**Enhancements**). Any Enhancements will not limit or otherwise affect these Terms.
- (b) You acknowledge that enhancements may cause downtime or delays from time to time, and we will not provide credits or refunds for such downtime.

3.3 THIRD PARTY SOFTWARE, TERMS & CONDITIONS

- (a) You acknowledge and agree that third party terms & conditions (**Third Party Terms**) may apply to your use of Blynk, including:
 - (i) Jotform's Terms of Use and Privacy Policy currently located at <https://www.jotform.com/terms/> and <https://addpipe.com/privacyv2>, as updated from time to time; and
 - (ii) Addpipe's Terms of Service and Privacy Policy currently located at <https://addpipe.com/terms> and <https://www.jotform.com/privacy/>, as updated from time to time.
- (b) You agree to any Third Party Terms applicable to any third party goods and services that are used in providing Blynk, including any fact-checking software, and we will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.
- (c) Without limiting clause 3.3(b), we will take reasonable steps to notify you of Third Party Terms.
- (d) You acknowledge and agree that issues can arise with transferring data to software and between software, and when integrating software with other software. We cannot guarantee the integration processes to other software will be free from errors, defects or delay. You agree that we will not be liable for the functionality of any third party goods or services, including any software.

4 HOSTED SERVICES

As part of using Blynk, we will store User Data using a third party hosting service selected by us (**Hosting Service**). The Hosting Services are subject to the following terms:

- (a) (**hosting location**) You acknowledge and agree that we may use storage servers to host Blynk through cloud-based services, and potentially other locations outside Australia.
- (b) (**service quality**) While we will use our best efforts to select an appropriate hosting provider, we do not guarantee that the Hosting Service will be free from errors or defects or that User Data will be accessible or available at all times.
- (c) (**security**) We will use our best efforts to ensure that User Data is stored securely. However, we do not accept responsibility or liability for any unauthorised use, destruction, loss, damage or alteration to User Data, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.
- (d) (**backups & disaster recovery**) In the event that User Data is lost due to a system failure (e.g. a database or webserver crash), we cannot guarantee that any backup will be available, or if available that such a backup will be free from errors or defects.

5 USER OBLIGATIONS

- (a) You acknowledge and agree that we will have no liability in respect of any damage, loss or expense which arises in connection with your, your Personnel's, or any other user's, breach of these Terms, and you indemnify us in respect of any such damage, loss or expense.
- (b) You must not, and must not encourage or permit any other third party to:
 - (i) upload sensitive information or commercial secrets using Blynk;
 - (ii) upload any inappropriate, offensive, illicit, illegal, pornographic, sexist, homophobic or racist material using Blynk;
 - (iii) intimidate, harass, impersonate, stalk, threaten, bully or endanger any other User or distribute unsolicited commercial content, junk mail, spam, bulk content or harassment in connection with Blynk;
 - (iv) use Blynk for any purpose other than for the purpose for which it was designed, including in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity (including requesting or accepting a job which includes illegal activities or purposes);
 - (v) act in any way that may harm our reputation or that of associated or interested parties or do anything at all contrary to the interests of us or Blynk;
 - (vi) upload any material that is owned or copyrighted by a third party;
 - (vii) make any automated use of Blynk and you must not make copies, reproduce, translate or vary the Documentation or Blynk;
 - (viii) adapt, modify or tamper in any way with Blynk;
 - (ix) remove or alter any copyright, trade mark or other notice on or forming part of Blynk or Documentation;
 - (x) create derivative works from or translate Blynk or Documentation;
 - (xi) publish or otherwise communicate Blynk or Documentation to the public, including by making it available online or sharing it with third parties;
 - (xii) sell, loan, transfer, sub-licence, hire or otherwise dispose of Blynk or Documentation to any third party;
 - (xiii) decompile or reverse engineer Blynk or any part of it, or otherwise attempt to derive its source code; or
 - (xiv) attempt to circumvent any technological protection mechanism or other security feature of Blynk.
- (c) You agree:
 - (i) that we may change any features of Blynk at any time on notice to you;
 - (ii) that information given to you through Blynk, by us or another User, is general in nature and we take no responsibility for anything caused by any actions you take in reliance on that information; and
 - (iii) that we may cancel your Account at any time if we consider, in our absolute discretion, that you are in breach or are likely to breach this clause 5.
- (d) If you become aware of misuse of Blynk by any person, any errors in the material on Blynk or any difficulty in accessing or using Blynk, please contact us immediately using the contact details or form provided on our Website.

6 INTELLECTUAL PROPERTY AND DATA

- (a) **(Our ownership)** We retain ownership of all materials provided to you throughout your use of Blynk (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) **(Software Content)** and reserve all rights in any Intellectual Property Rights owned or licensed by us not expressly granted to you.

- (b) **(Licence to you)** You are granted a licence to the Software Content and you may make a temporary electronic copy of all or part of any materials provided to you for the sole purpose of viewing them and using them for the purposes of Blynk. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish those materials or any Software Content without prior written consent from us or as otherwise permitted by law.

7 USER DATA

You grant to us (and our Personnel) a non-exclusive, royalty free, non-transferable, worldwide and irrevocable licence to use your User Data.

8 CONFIDENTIALITY AND PRIVACY

- (a) Except as contemplated by these Terms, a party must not and must not permit any of its officers, employees, agents, contractors or related companies to use or to disclose to any person any Confidential Information disclosed to it by the other party without the disclosing party's prior written consent.
- (b) You agree to our Privacy Policy, located on our Website, which is incorporated into these Terms by reference. Please read the Privacy Policy carefully as it governs our collection, use, and disclosure of personal information.
- (c) Each party must promptly notify the other party if it learns of any potential, actual or suspected loss, misappropriation or unauthorised access to, or disclosure or use of Confidential Information or other compromise of the security, confidentiality, or integrity of Confidential Information (**Security Breaches**).
- (d) The notifying party will investigate each potential, actual or suspected Security Breach and assist the other party in connection with any related investigation.

9 LIABILITY

9.1 WARRANTIES AND LIMITATIONS

- (a) **(Warranties)** We warrant that:
 - (i) Blynk will perform substantially in accordance with the intended purpose;
 - (ii) Blynk will be provided as described to you in, and subject to, these Terms; and
 - (iii) to our knowledge, the use of Blynk in accordance with these Terms will not infringe the Intellectual Property Rights of any third party.
- (b) **(Service Limitations)** Blynk is made available to you strictly on an 'as is' basis. Without limitation, you acknowledge and agree that we cannot guarantee that:
 - (i) Blynk will be free from errors or defects;
 - (ii) Blynk will be accessible at all times;
 - (iii) messages sent through Blynk will be delivered promptly, or delivered at all;
 - (iv) information you receive or supply through Blynk will be secure or confidential; or
 - (v) any information provided through Blynk is accurate or true.
- (c) **(Exclusion)** To the maximum extent permitted by applicable law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in these Terms are excluded.
- (d) **(Consumer law)** Nothing in these Terms is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, you may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services we provide.

9.2 LIMITATION OF LIABILITY

To the maximum extent permitted by law, our liability for all claims in aggregate (whether those claims be for breach of contract, negligence or otherwise, and whether those claims be only for

economic loss, or for personal injury or other damage) arising under or in connection with these Terms or Blynk:

- (a) is totally excluded, to the extent it concerns liability for indirect, special and consequential damages, and damages (whether direct or indirect) reflecting loss of revenue, loss of profits and loss of goodwill (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)); and
- (b) is limited, insofar as concerns other liability, to the greater of:
 - (i) the total money paid to us under these Terms in the 3 months prior to the date of the event giving rise to the relevant liability; or
 - (ii) \$100.

9.3 INDEMNITY

You indemnify us from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise in connection with:

- (a) any breach of these Terms by you, your Personnel or a User; or
- (b) any act or omission of you, a User or your Personnel.

10 DISPUTES RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

11 CANCELLATION OF ACCOUNT

- (a) We reserve the right to suspend or cancel an Account at any time without notice, for any reason.
- (b) If your Account is cancelled:
 - (i) you will only be able to use the functions of Blynk that do not require an Account; and
 - (ii) your User Data may be deleted.
- (c) You may cancel their Account at any time by using Blynk's functionality where such functionality is available. Where such functionality is not available, we will effect such cancellation within a reasonable time after receiving written notice from the you.
- (d) Notwithstanding cancellation of your Account, the provisions of these Terms which by its nature would reasonably be expected to be complied with after cancellation of your Account, will continue to apply.

12 NOTICES

- (a) A notice or other communication to a party under this agreement must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject

matter of this agreement as at the date of this agreement (Email Address). The parties may update their Email Address by notice to the other party.

- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,whichever is earlier.

13 FORCE MAJEURE

- (a) We will not be liable for any delay or failure to perform its obligations under this agreement if such delay or failure arises out of a Force Majeure Event.
- (b) If a Force Majeure Event occurs, we must use reasonable endeavours to notify the Customer of:
 - (i) reasonable details of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which We will be unable to perform or be delayed in performing its obligations under this agreement.
- (c) Subject to compliance with clause 13(b), our relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.
- (d) For the purposes of this agreement, a 'Force Majeure Event' means any:
 - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
 - (ii) strikes or other industrial action outside of the control of us; or
 - (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
 - (iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of us, to the extent it affects our ability to perform our obligations.

14 GENERAL

14.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

14.2 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

14.3 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

14.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

14.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

14.6 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

14.7 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to \$; or “dollar” is to Australian currency;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

PART B EMPLOYER TERMS

15 POSTING JOB ADS

15.1 WARRANTIES

By using Blynk, including by posting a Job Ad on the Website, you represent and warrant that:

- (a) the Job Ad complies with all applicable laws, legislation, regulations and codes of conduct including the following:
 - (i) *Competition and Consumer Act 2010* (Cth);
 - (ii) fair trading laws in your applicable State or Territory;
 - (iii) *Privacy Act 1988* (Cth) including the Australian Privacy Principles;
 - (iv) *Human Rights and Equal Opportunity Commission Act 1986* (Cth); and
 - (v) all anti-discrimination and equal opportunity legislation in your applicable State or Territory; and
- (b) you are able to fulfill the requirements specified in the Job Ad.

15.2 OTHER TERMS

You acknowledge and agree that:

- (a) we do not guarantee that any applications will be received in respect to a Job Ad and you will not be entitled to a refund of any fees for non-fulfilment of the Job Ad;
- (b) you must only post Job Ads to the Website that are in respect of a genuine employment opportunity that is current as at the time of posting the Job Ad, and for which you are currently recruiting. We reserve the right to request any information from you that we deem necessary to verify that a genuine, paid employment opportunity exists; and
- (c) you must only advertise one job vacancy per Job Ad posted on the Website. If you advertise multiple job vacancies in the one Job Ad, we reserve the right to charge you the Fixed Fee and/or Add On Fee (defined in clause 17.1(a)) in respect of each job vacancy advertised in the Job Ad.

15.3 AMENDING AND EXPIRED JOB ADS

- (a) We accept no responsibility or liability for any errors or mistakes in any Job Ads and you are responsible for checking your Job Ad before it is posted.
- (b) If any amendments are required to be made to an active Job Ad you must advise us within 24 hours of the Job Ad being made active (**Amendment Period**) either by using the functionality of the Website or notifying us via email (support@blynk.tech). We do not guarantee that any requests to amend an active Job Ad submitted outside of the Amendment Period will be considered or actioned by us.
- (c) A Job Ad will remain active for a 30-day period (unless you choose to expire the Job Ad earlier) after which it will expire (**Expired Job Ad**) and will no longer be viewable by Applicants. If you choose to expire a Job Ad within the 30-day period, you will not be entitled to any refund.
- (d) An Expired Job Ad will be accessible by you for a period of 12 months, after which it will no longer be accessible on Blynk. For all Expired Job Ads, you will only have access to limited contact information of the Applicant.

15.4 REMOVING JOB ADS

- (a) We reserve the right to, in our absolute discretion, reject or remove any Job Ad from Blynk which:
 - (i) does not comply with these Terms; or
 - (ii) we believe may be harmful or detrimental to our reasonable business interests.
- (b) You acknowledge and agree that if we remove your Job Ad in accordance with this clause, you will not be entitled to a refund of any fees.

16 SUBSCRIPTION

- (a) By registering an Employer Account, you acknowledge and agree that once you upload a certain amount of User Data to Blynk you will be required to subscribe to a subscription service so we can store your User Data on your behalf (**Subscription**). We will notify you if a Subscription is required. If you do not Subscribe, we may delete some of your User Data at our discretion.
- (b) Subscriptions are tiered and based on the amount of User Data you upload to Blynk, the details of which are set out on the Website (**Subscription Tier**).
- (c) You acknowledge and agree that your Subscription will continue to renew indefinitely on a month-to-month basis, and you will continue to incur Subscription Fees, unless you notify us that you want to cancel your Subscription in accordance with clause 18. Please ensure you contact us if you want to cancel your Subscription.

17 FEES AND PAYMENT

17.1 FIXED AND ADD ON FEES

- (a) You must pay to us in the amounts and at the times specified in the pricing section of the Website:
 - (i) a fixed fee for each Job Ad posted on the Website (**Fixed Fees**); and
 - (ii) (if applicable) an additional fee for each add on feature you include on a Job Ad (**Add On Fees**).
- (b) The Fixed Fees and Add On Fees are payable by you in advance of a Job Ad being posted on Blynk.

17.2 SUBSCRIPTION FEES

- (a) You acknowledge and agree that if you have a Subscription, you will be required to pay an ongoing monthly subscription fee for your Subscription Tier, in the amounts and at the times specified in the pricing section of the Website (**Subscription Fees**).
- (b) We may not provide access, or suspend access, to any part of Blynk until you have paid the relevant Subscription Fees.

17.3 AUTOMATIC RECURRING BILLING

- (a) Your Subscription will continue to renew on a monthly basis indefinitely, and you must pay Subscription Fees in respect of each monthly period, unless you notify us prior to 14 days of the expiry of the then current month that you want to cancel your Subscription. Otherwise, we will continue to debit the Subscription Fees from your account each month. We will not pay any charge back amount if you fail to cancel your Subscription in accordance with this clause.
- (b) By choosing a recurring payment plan, you acknowledge that your Subscription has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to your cancellation of your Subscription.
- (c) We may submit periodic charges for the Subscription Fees without further authorization from you, until you provide prior written notice (receipt of which is confirmed by us) that you have terminated this authorization or wish to change your payment method. Such notice will not affect charges submitted before we could reasonably act on such notice. To terminate your authorization or change your payment method, please contact us via our Website.

17.4 OTHER PAYMENT TERMS

- (a) (**No change of mind refunds**) All fees are non-refundable for change of mind.
- (b) (**Changing Fees**) We reserve the right, from time to time, to change the amount of any fees. We will notify you in advance if we do this.

- (c) **(Tax)** Unless otherwise indicated, any fees do not include GST. In relation to any GST payable for a taxable supply by us, you must pay the GST subject to us providing a tax invoice.
- (d) **(Third Party Payment Platform)** We process payments through a Third Party Payment Platform, being Stripe.com. In addition to these Terms you will be subject to the terms and conditions of the Third Party Payment Platform, available on the Third Party Payment Platform's website, at <https://stripe.com/en-au/checkout/legal>.
- (e) **(Processing Fee)** We reserve the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).

18 CANCELLATION AND TERMINATION

18.1 CANCELLATIONS

- (a) You may cancel your Subscription by notice to us. Your Subscription will end in the then current billing cycle, and you will be charged for that billing cycle.
- (b) Your licence to use Blynk under these Terms will last for the remainder of the then current billing cycle to ensure you have an opportunity to retrieve all User Data you may need from Blynk. Once the then current billing cycles ends, we will have no responsibility to store or otherwise retain any User Data, and you release us in respect of any loss or damage which may arise out of us not retaining any User Data beyond that point.
- (c) Your access to Blynk will be revoked at the end of the relevant billing cycle in which you cancel your Subscription by notice to us.

18.2 TERMINATION BY US

- (a) We may terminate these Terms or your Subscription immediately by written notice to you if:
 - (i) you, a member of your Personnel, or a User, are in breach of any term of these Terms; or
 - (ii) you become subject to any form of insolvency or bankruptcy administration.
- (b) Upon termination of these Terms by us, the Subscription Fees already paid will be non-refundable, and you must promptly pay:
 - (i) the remainder of any outstanding Subscription Fees applicable to your use of Blynk as if the agreement had not been terminated; and
 - (ii) our expenses to date.

18.3 TERMINATION BY YOU

You may terminate these Terms if:

- (a) we have committed a material breach of these Terms or a Subscription and have failed to remedy the breach within 30 days' written notice by you; or
- (b) we become subject to any form of insolvency or bankruptcy administration.

If you validly terminate in accordance with this clause, no further fees will be payable by you (unless later found that such termination was invalid).

PART C APPLICANT TERMS

19 SUBMITTING AN APPLICATION

- (a) Using Blynk as an Applicant, including applying to a Job Ad, is free.
- (b) You acknowledge that any material, information or answers you submit through Blynk as part of applying to a Job Ad (**Application**) will be provided directly to the applicable Employer.
- (c) Any Application you submit through Blynk will be subject to that Employer's privacy policy in place at the relevant time. You acknowledge that we do not review the privacy policy of an Employer.

20 CONTENT OF JOB ADS

20.1 DISCLAIMERS

- (a) You acknowledge and agree that we do not screen or censor a Job Ad posted by an Employer on Blynk, including the job description or the Employer's custom questions linked to a Job Ad. As a result, we are not responsible for and make no representation in relation to:
 - (i) the quality, safety or legality of a Job Ad;
 - (ii) the truth or accuracy of the Job Ad;
 - (iii) the Job Ads compliance with any applicable laws, regulations or codes of conduct; or
 - (iv) the ability of an Employer to fulfill its requirements as specified in the Job Ad.
- (b) We reserve the right in our sole discretion to remove a Job Ad from Blynk. However, you acknowledge and agree that we do not assume any obligation to do so and, to the maximum extent permitted by law, disclaim any liability for failing to remove a Job Ad Blynk.

20.2 NOTIFYING BLYNK

- (a) If you have any issues, concerns or complaints (**Complaint**) relating to the content of any Job Ad you should notify us using the functionality of Blynk or by emailing us at support@blynk.tech.
- (b) We will assess the Complaint and at our sole discretion, take any necessary steps we consider appropriate in the circumstances.

21 NO GUARANTEES

You acknowledge and agree that we do not guarantee:

- (a) any specific result from applying to a Job Ad, including that an application does not guarantee you will be offered the job for which the Job Ad relates;
- (b) the continued availability of any job vacancy in relation to a Job Ad and will not be liable should an Employer have filled the job at any time prior to removing the Job Ad from the Website; and
- (c) that a Job Ad represents a genuine job vacancy.

22 NO ENDORSEMENT

You acknowledge and agree that we do not endorse or recommend any Employers using the Website or any Job Ads posted on the Website and we strongly recommend that, prior to entering into any agreement with an Employer, you obtain your own independent legal, accounting, financial or taxation advise as appropriate.