

Whizdom Website Terms and Conditions

Any user of the Whizdom website (including anyone who registers with Whizdom in any capacity through its websites) (User) agrees to these terms and conditions for website use.

This document explains the terms and conditions applicable to every occasion when a User accesses the Whizdom website. These terms and conditions apply to all Users in Australia and New Zealand, and any Users accessing the Whizdom website from overseas. If you do not accept these terms and conditions, you are not authorised to use Whizdom's websites.

Terminology

In these terms and conditions, the expressions "Whizdom" "us", "we" or "our" means Whizdom Pty Ltd, ABN 52 119 884 945, (trading as Whizdom Recruitment) and its related bodies corporate in Australia and New Zealand and any of their respective employees or agents.

Unlawful or improper use of the Whizdom website

Users will not: use the Whizdom website for, or to encourage, any unlawful purpose;

-) post or transmit on the Whizdom website any libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material;
-) post or transmit on the Whizdom website any material which:
 -) contains any virus or other disabling devices which interferes or may interfere with the operation of the Whizdom website;
 -) alters or deletes any information which the User has no authority to alter or delete; or
 -) overloads the Whizdom website by spamming or flooding it;
-) use any device, routine or software to crash, delay, or otherwise damage the operation of the Whizdom website; or
-) take any action that affects Whizdom's reputation or that defames, abuses, harasses or threatens others.
-) Whizdom in its sole discretion shall determine a User's compliance with the above and shall have the right to prevent any User from using the Whizdom website and/or to delete from the website (immediately and without prior notice) any material to which it objects for any reason.

Use of Whizdom's Material

In relation to any material available through accessing the Whizdom website (the Material), Users agree:

-) not to copy, modify or distribute the Material for any purpose other than personal use, without gaining the written consent of Whizdom;
-) not to commercialise (in any form or by any means) any information, products or services contained on our websites without our prior written consent;
-) the Material is protected by copyright and all copyright and proprietary notices in the Material must be kept intact;
-) all trademarks, trade names, logos and information contained in the Material (the Property) are the property of Whizdom, or as stated;
-) not to use the Property or the Material (including by reproducing, uploading to a third party, linking to, framing, harvesting, "scraping" or otherwise manipulating, storing in a retrieval system or transmitting any part of the Property or the Material) without first obtaining Whizdom's prior written consent. This prohibition applies to such actions regardless of their form or means (electronic, mechanical, micro copying, photocopying, recording, or otherwise);
-) not to attempt to decipher, disassemble, reverse engineer or modify any of the software, coding or information comprised in the Whizdom website;
-) not to post to the Whizdom website any material which infringes any intellectual property rights of a third party; and
-) to use any personal information contained in the Material in accordance with the Whizdom's Privacy Policy located on the Whizdom website.

Disclaimer

Whizdom agrees that it will:

-) use all reasonable efforts to have this website available to Users without fault or interruption;
-) take reasonable care in compiling and presenting the Material; and
-) process personal data submitted to this website in accordance with the Whizdom Privacy Policy.
-) However, Whizdom (and its employees, agents and officers) gives no representation or warranty in respect of the Material and excludes all such representations and warranties (whether express or implied) and all liability and responsibility for the following (unless such exclusion is not permitted by law): any costs, damages or losses incurred by Users in connection with their access to or use of the Whizdom website (including any actual or
-) anticipated loss of/damage to revenue, salary, profit, contracts, employment prospects, opportunities, money, savings, business, goodwill, reputation or data and any associated costs for management/administrative time or professional fees and expenses), including consequential, incidental, exemplary, punitive or special damages by reason of misrepresentation, negligence or other tort, breach of contract or breach of a statutory duty which arises directly or indirectly from the subject matter of the Whizdom website;
-) any reliance by Users on the content of the Whizdom website in terms of its suitability, currency, accuracy or adequacy;
-) any costs, damages or losses incurred by Users in connection with their access to or use of external sites to which this website provides links, including but not limited to the suitability, currency, accuracy or adequacy of the content on these external sites. The use of external links is at the Users own risk;
-) any lack of availability to Users of this website due to factors outside of Whizdom's control or due to the periodic need for maintenance, repair and updating of the Whizdom website; and
-) any perceived guarantee, representation or warranty that Users rely on in relation to the availability, suitability, requirements or specifics of any engagement or appointment advertised on the Whizdom website.

-) Whizdom does not guarantee that any employer or client will ask for a candidate's information, or will interview or hire a candidate, or that any candidates will be available or will meet the needs of any employer or client. We make no representation or warranty as to the final terms and duration of any appointment obtained through the Whizdom website. Whilst we take all reasonable endeavours to ensure it is the case, we do not guarantee that any employer or client will keep confidential any candidate information or data provided to them.
-) Any liability of Whizdom that cannot lawfully be excluded is limited, at Whizdom's election, to the resupply of the relevant goods or services, the repair of the goods or services or to paying for the cost of having the goods or services supplied again or repaired.

Website Registration

Any Users that choose to register for a service offered on this website or register as a candidate for employment or any other engagement through Whizdom agree that a User:

-) shall not mislead or deceive Whizdom or any third parties who may rely on information provided by the User by providing inaccurate, incomplete or false information;
-) shall be solely responsible for the suitability, currency, accuracy or adequacy of the information the User submits;
-) shall be solely responsible for the security and proper use of any passwords provided to the User as part of registration and accept full liability for any unauthorised or improper use or disclosure of any such passwords; and
-) may have their registration or account suspended or cancelled by Whizdom with immediate effect if the User breaches any of these terms and conditions.

Indemnity

Users agree to indemnify Whizdom and keep Whizdom fully indemnified against all losses, liabilities, costs, expenses, claims or proceedings arising from use or misuse by Users of the Whizdom website.

General

-) Whizdom may, at its absolute discretion, at any time and without explanation:
-) deny any User access to this website or any part of it (which may include denial of any of the services/information available through a Whizdom website);
-) change, suspend or withdraw any part of the Whizdom website; and
-) amend these terms and conditions. The latest version of the terms and conditions will be available as a link on this website and your use of the Whizdom website will constitute your agreement to the amended terms.
-) The User's use of Whizdom's websites is at the User's own risk. We do not guarantee that our websites are free from viruses, or that access to our sites will be uninterrupted. The User should therefore ensure that the way they access our websites does not expose the User's equipment to the risk of viruses or other forms of interference which may cause damage.
-) Whizdom's Privacy Policy sets out how we deal with personal information generally. If these terms and conditions are inconsistent with our Privacy Policy, these terms and conditions apply to the extent of the inconsistency.
-) If any provision of these terms and conditions are held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.
-) Your use of, and downloads from, the Whizdom website, and the operation of these terms and conditions, shall be governed in accordance with the laws of ACT, Australia. The Courts which operate in ACT shall have exclusive jurisdiction over any dispute arising out of the use of the Whizdom website.

In case of any query regarding the information on or use of the Whizdom website, please contact Whizdom at:

PO Box 7112 Kaleen ACT 2617 Telephone: 1300 944 936 Email: admin@whizdom.com.au