



Terms of Service

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JobSciences, Proprietary Limited ("JobSciences" "we," or "us") owns and operates the website (the "Website") located at jobsciences.com.au and other related websites and platforms and may own and/or operate a "JobSciences" mobile application (collectively, the "Platform"). Your access and use of the Platform, any part thereof, or anything associated therewith, including its content ("Content"), any products or services provided through the Platform or otherwise by JobSciences, and any affiliated website, software or application owned or operated by JobSciences (collectively, including the Platform and the Content, the "Service") are subject to this Privacy Policy unless specifically stated otherwise. Capitalised terms not otherwise defined in this Privacy Policy have the same meaning as set forth in the Terms of Service ("Terms of Service").

Please read this Agreement carefully before accessing or using the Service because it sets forth the important terms you will need to know about the Service. In this Agreement, the terms "you" and "yours" refer to the person using the Service.

1. Acceptance of Terms of Service

Your access to and use of the JobSciences Service is subject to this Agreement, as well as all applicable laws and regulations. If you do not accept and agree to be bound by this Agreement in its entirety, you are strictly prohibited from visiting, accessing, registering with and/or using the Service or any information or Content provided through the Service, except as necessary to review this Agreement. The JobSciences Service is continually under development, and we reserve the right to revise or remove any part of the Service in our sole discretion at any time and without prior notice to you. Any changes to this Agreement are effective upon posting to the Platform. Unless otherwise indicated, any new Content added to the Service is also subject to this Agreement upon posting to the Platform. If you disagree with this Agreement or any terms or conditions herein, your sole remedy is to discontinue your use of our Service.

2. Your Relationship with JobSciences and Services

JobSciences is a research-led technology company that makes available to individuals who register as users of the Service (“**Users**”) convenient and streamlined visualisations and career projection services, some of which are sold by JobSciences. JobSciences provides access to:

- Jobography – an AI-powered career navigation platform – offering a visual representation of the landscape of occupations.
- JobSciences’ marketplace is powered by Stripe to purchase advanced job and career specific analytics about your current and future occupational paths based on your age, gender and occupation at the time of entry.
- You will be able to upload and view your curriculum vitae (CV) into the JobSciences Data Vault as well as input information about your career preferences and receive individualised information regarding your future career pathways.
- Individual job and career specific analytics are provided by JobSciences through Jobography to provide personalised visualisation of your past occupational paths.

3. Limited Use and Availability

Our Services are currently only available to individuals who are at least eighteen (18) years of age or older, or at least the age of majority in their jurisdiction of residence, if higher than eighteen (18), and who have accepted this Agreement. By visiting, accessing, registering with or using the Service, you are (a) representing and warranting to us that you satisfy all of these eligibility requirements, (b) agreeing to comply with all applicable laws in visiting, accessing, registering with our using the Service, and (c) agreeing that you will only use the Service for lawful purposes. Our Service is subject to state regulations and may change from time to time due to changes in applicable regulatory requirements.

4. Payment and Billing

JobSciences offers paid Service for education providers, enterprises and government and workforce agencies. Pricing is tailored and costumised and will be based on the billing information you provide us at the time of purchase.

a. Subscriptions and Renewals. If you are subscribing to our platform, you can sign up for either a monthly or annual subscription. Your subscription will automatically renew on a monthly or annual basis as applicable. You can cancel your subscription at any time. If you cancel your subscription, you will not receive a refund or credit for any amounts that have already been billed.

b. Taxes. Your subscription fees are inclusive of all taxes unless otherwise specified in an agreement with JobSciences, within the Service or on an applicable invoice. Tax rates are calculated based on the billing information you provide and the applicable tax rate at the time of your subscription charge.

c. Cancellation. You can stop using the Service and/or cancel your subscription at any time via your account settings. If you cancel your subscription, you will not be entitled to a refund of any fees already paid and any outstanding fees will become immediately due and payable.

d. Free Trials and Pilots. JobSciences may offer you a free trial or pilot to allow you to try our Service. JobSciences reserves the right to set eligibility requirements and the duration for free trials and pilots.

At the end of your free trial, JobSciences will charge the relevant subscription fee for the next billing cycle to your nominated payment method, unless you cancel your subscription prior to the end of the free trial. If you have access to a pilot, your access to the Service will cease if you do not enter into a paid subscription prior to the end of the pilot period.

d. Changes to Pricing. JobSciences reserves the right to change its prices at any time. If you are on a subscription plan, changes to pricing will not apply until your next renewal or thirty (30) days after notice, whichever is later.

e. Billing Communications. You agree that JobSciences may contact you at any time by email, push notifications, or other method with information relevant to your subscription, billing, and use of the Service.

f. Payment Method. By providing a credit card or other payment method that we accept, you represent and warrant that you are authorised to use the designated payment method and that you authorise us (or our third-party payment processor, Stripe) to charge your payment method for the total amount of your purchase (including any applicable taxes and other charges) (each, a “**Transaction**”). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your Transaction may be suspended or canceled. You must resolve any payment method problems before we proceed with your Transaction. If you want to change or update your payment method information, you can do so at any time by emailing jobsiencesjobography@gmail.com.

You acknowledge that the amount billed may vary due to promotional offers, preferences you select, or changes in applicable taxes or other charges, and you authorise us (or our third party-payment processor) to charge your payment method for the corresponding amount.

5. Use and Ownership of the Service

Service and the information and Content available through the Service are protected by copyright laws throughout the world. Subject to your compliance with this Agreement, JobSciences grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Service for your personal use. Unless otherwise specified by JobSciences in a separate license, your right to use any of the Service or the Content is subject to this Agreement and all rights in the Service and Content are reserved by JobSciences. You agree that JobSciences and its suppliers own all rights, title and interest in the Service (including but not limited to, any computer code, themes, objects, concepts, photographs, product descriptions, blog posts, artwork, animations, sounds, musical compositions, audiovisual effects, methods of operation, moral rights, and documentation). You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service. JobSciences' stylised name and other related graphics, logos, service marks and trade names used on or in connection with the Service are the trademarks of JobSciences and may not be used without permission, including in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Service are the property of their respective owners.

Except as expressly set out in these Terms, all intellectual property rights in and to the Service and Licensed Content remain the sole property of JobSciences and its licensors. You assign to JobSciences any suggestions, ideas, enhancement requests, or other feedback you provide to JobSciences relating to the Service or JobSciences' products. JobSciences owns all content, data, software, inventions, ideas and other technology and intellectual property that it develops in connection with the Service and its products.

6. License to Information Submitted via the Service

Any information you transmit to JobSciences via the Service, whether by direct entry, submission, email or otherwise, including data, questions, comments, forum communications, or suggestions (collectively, "**Submissions**"), will, to the extent permitted under applicable law, be treated as non-confidential and non-proprietary. Subject to any applicable account settings that you select, you grant JobSciences a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Submissions (in whole or in part) for the purposes of operating and providing the Service to you and to our other users. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Submissions has completely and effectively waived all such rights and

validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not JobSciences, are responsible for all of the Submissions that you provide to the Service. In addition to the foregoing, JobSciences shall have the right, in its sole discretion, to edit, duplicate, or alter the Submission in any manner for any purpose that JobSciences deems necessary or desirable, and you irrevocably waive any and all so-called moral rights you may have in the Submission. You further agree that you shall have no right of approval and no claim to compensation in connection with the Submission. Moreover, to the fullest extent permitted by applicable laws and regulations, JobSciences shall have the right to use user-reported data, including, without limitation, Submissions that you provide to JobSciences on an aggregated and anonymised basis to analyse reported outcomes and behaviours in order to allow JobSciences to: (i) improve predictive modeling, (ii) enhance 'what-if' modeling and (iii) produce service recommendations that might be shared with third parties. JobSciences also reserves the right, subject to applicable laws and regulations, to share aggregated and de-identified user-reported data with academic and research institutions or to use such data in its own academic or research publications at the sole discretion of JobSciences.

7. Prohibited Use

Any use or attempted use of the Service (i) for any unlawful, unauthorised, fraudulent or malicious purpose, (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server, (iii) that could interfere with any other party's use and enjoyment of the Service, (iv) to gain unauthorised access to any other accounts, computer systems, or networks connected to any server or systems through hacking, password mining or any other means, (v) to access systems, data, or information not intended by JobSciences to be made accessible to a user, (vi) to obtain any materials, or information through any means not intentionally made available by JobSciences, (vii) to reverse engineer, disassemble or decompile any section or technology on the Service, or (viii) for any use other than the business purpose for which it was intended, is prohibited.

In addition, in connection with your use of the Service, you agree you will not: (a) upload or transmit any message, information, data, text, software or images, or other content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic, or that may invade another's right of privacy or publicity; (b) create a false identity or duplicative accounts for the purpose of misleading others or impersonate any person or entity, including, without limitation, any JobSciences representative, or falsely state or otherwise misrepresent your affiliation with a person or entity; (c) upload or transmit any material that you do not have a right to reproduce, display or transmit under

any law or under contractual or fiduciary relationships (such as nondisclosure agreements); (d) upload files that contain viruses, trojan horses, worms, time bombs, cancel-bots, corrupted files, spyware or any other similar software or programs that may damage the operation of another's computer or property of another; (e) delete any author attributions, legal notices or proprietary designations or labels that you upload to any communication feature; (f) use the Service's communication features in a manner that adversely affects the availability of its resources to other users (e.g., excessive shouting, use of all caps, or flooding continuous posting of repetitive text); (g) upload or transmit any unsolicited advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "phishing" or any other form of solicitation, commercial or otherwise; (h) violate any applicable local, state, national or international law; (i) upload or transmit any material that infringes any patent, trademark, service mark, trade secret, copyright or other proprietary rights of any party; (j) delete or revise any material posted by any other person or entity; (k) manipulate or otherwise display the Service by using framing, mirroring or similar navigational technology; (l) probe, scan, test the vulnerability of or breach the authentication measures of, the Service or any related networks or systems; (m) register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any party for any services or any contests, promotions or sweepstakes if you are not expressly authorized by such party to do so; (n) harvest or otherwise collect information about others, including email addresses; (o) use any robot, spider, scraper, or other automated or manual means to access the Service, or copy, download, distribute or reproduce any content or information on the Service; or (p) assist or permit any person in engaging in any of these activities.

JobSciences reserves the right to take whatever lawful actions it may deem appropriate in response to actual or suspected violations of the foregoing, including, without limitation, the suspension or termination of a User's access and/or account. JobSciences may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong.

Except as may be provided in the [Privacy Policy](#) or prohibited by applicable law, JobSciences reserves the right at all times to disclose any information as JobSciences deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in JobSciences' sole discretion.

8. Right to Monitor

JobSciences reserves the right to monitor general use of the Service at any time as it deems appropriate and to remove any materials that, in JobSciences' sole discretion, may be

illegal, may subject JobSciences to liability, may violate this Agreement, or are, in the sole discretion of JobSciences, inconsistent with JobSciences' purpose for the Service.

9. Third-Party Goods and Services

You may elect to use the Service in conjunction with third-party websites or platforms. Your use of a Third-Party Service is subject to the terms and conditions applicable to that Third Party Service. JobSciences makes no representations or warranties in relation to Third Party Services and expressly disclaims all liability arising from your use of Third Party Services.

10. Indemnity Obligations

You agree, to the extent permitted by law, to defend, indemnify and hold harmless JobSciences and its affiliates, officers, directors, agents, licensors and employees from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) resulting from or related to (i) your violation of these Terms or (ii) your User Content.

11. Terms of Sale

In connection with any purchase you make through the Service, you may be asked to supply certain information relevant to the transaction, including, without limitation, your credit card number and expiration date, your billing address, your phone number and/or your email address. By submitting such information, you grant JobSciences without charge the irrevocable, unencumbered, universe-wide and perpetual right to provide such information to third parties (e.g., payment processing companies, buyers on the Service, sellers on the Service) for the purpose of facilitating the transaction.

All credit card, debit card and other monetary transactions on or through the Service occur through an online payment processing application(s) accessible through the Service. This online payment processing application(s) is provided by JobSciences' third-party online payment processing vendor, Stripe ("Stripe"). Additional information about Stripe, its privacy policy and its information security measures (collectively, the "Stripe Policies") should be available on the Stripe website located at or by contacting Stripe directly. Reference is made to the Stripe Policies for informational purposes only and are in no way incorporated into or made a part of this Privacy Policy. JobSciences's relationship with Stripe, if any, is merely contractual in nature, as Stripe nothing more than a third-party vendor to JobSciences, and is in no way subject to JobSciences' direction or control; thus, their relationship is not, and should not be construed as, one of fiduciaries, franchisors-franchisees, agents-principals, employers-employees, partners, joint venturers or the like.

12. Termination

JobSciences may terminate your use of the Service or any of our features or services at any time and for any reason without notice, including, for example, for conduct violating this Agreement or if we discontinue the Service. The provisions of this Agreement concerning Service security, prohibited activities, copyrights, trademarks, user submissions, disclaimers, limitation of liability, arbitration and resolution of Disputes, indemnity and jurisdictional issues shall survive any such termination or any other termination of this Agreement or your relationship with JobSciences. You agree that if your use of the Service is terminated pursuant to this Agreement, you will not attempt to use the Service under any name, real or assumed, and further agree that if you violate this restriction after being terminated, you will indemnify and hold all JobSciences Parties harmless from any and all liability that any such JobSciences Parties may incur with respect thereto.

Except as otherwise provided in the [Privacy Policy](#) or as required by applicable law, we have no obligation, whether before or after the termination of your use of the Service, to return or otherwise provide to you or any third party on your behalf any Content, any information you provide to us, any information your Providers provided to us about or relating to you, or any other information that we may have that relates to you.

13. Disclaimers

JobSciences does not endorse, warrant or guarantee the effectiveness of any specific course of action or other plans, procedures, opinions, or other information that may be mentioned on the Platform. If we provide any recommendations and/or potential ways to take action for your future careers, this information is intended for informational purposes only. Reliance on any information provided by JobSciences is solely at your own risk.

14. Limitation of Liability

In no event shall either party's aggregate cumulative liability hereunder (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) exceed the greater of (i) \$100 AUD or (ii) the subscription fees paid by you to JobSciences during the twelve-month period preceding the event or occurrence giving rise to such liability. The foregoing limitations shall not apply to liabilities arising out of your indemnification obligations or your breach of the section entitled 'restrictions on use of the service.'

In no event shall either party be liable for any consequential, incidental, indirect, special, exemplary or punitive damages, losses, or expenses (including but not limited to business interruption, lost business or lost profits) even if it has been advised of their possible existence and notwithstanding the failure of essential purpose of any remedy. The foregoing limitations shall not apply to liabilities arising out of your indemnification obligations or your breach of the section entitled 'restrictions on use of the service.'

JobSciences is not responsible for, and assumes no liability for, the contents of User Content.

These terms do not affect consumer rights that cannot by law be waived or limited. These terms do not exclude or limit liability arising out of either party's gross negligence, fraud or willful misconduct.

15. Term and Termination

a. Term. These Terms shall take effect the first time you access the Service and shall continue in full force and effect until i) if you are a paid subscriber, the expiration or termination of your subscription; or ii) if you are using JobSciences' free offering, when your account is deleted or terminated.

b. Violations. If JobSciences, in its reasonable discretion, determines that you or your use of the Service, your User Content, or your Designs violate these Terms, including but not limited to, JobSciences' Acceptable Use Policy, the Section entitled 'Restrictions on Use of the Service,' or the Section entitled "Anti-discrimination," (any of which is considered a "Violation") JobSciences may take one or more of the following actions: (i) delete the prohibited User Content; (ii) suspend your access to the Service; (iii) terminate and delete your account along with all User Content associated with that account (iv) permanently ban you from using the Service; and/or (v) disclose the prohibited User Content to appropriate government authorities.

c. Effect of Termination. In the event of termination of your subscription for cause due to default by JobSciences, JobSciences shall refund, on a prorated basis, any prepaid fees for the Service for the period beginning on the effective date of termination through the end of your then-current subscription. In the event of a termination of your subscription to a violation by you, you will not receive any refund and shall immediately pay any outstanding fees for the remaining period of your subscription.

Upon any expiration or termination of your Subscription, you must cease using the Service. You will lose access to your User Content, and any other information uploaded to the Service (and we may delete all such data unless legally prohibited) after expiration or termination of Your Subscription. User Content included will continue to be available within that file even after the expiration of Your Subscription. Unless your account was terminated due to a Violation, you can download or export your User Content using the functionality of the Service prior to the expiration or termination of your subscription. If your account has been terminated due to a Violation, you may not create a new account on any JobSciences Service unless you receive JobSciences' written permission.

16. Contacting Us

If you have any questions or concerns about this Agreement, please contact us by email info@jobsciences.com.au. We will attempt to respond to your questions or concerns promptly after we receive them.