

## **FINSIA CAREER PORTAL TERMS OF USE**

These Terms of Use apply to the use of the Career Portal (**'Portal'**) accessed through the Finsia website and are in addition to the general Terms of Use regulating your use of the Finsia website [<http://www.finsia.com/Content/NavigationMenu/AboutFinsia/Policies/Termsfuse/default.htm>].

In this statement, Finsia means the Financial Services Institute of Australiasia (ACN 066 027 389) and includes its related bodies, which may be referred to as 'our', 'us' or 'we', and 'you' means any and all users of or visitors to this website and 'LinkMe' means LinkMe Pty Ltd (ACN 111 132 953).

We may change these Terms of Use at our discretion and without notice. The current Terms of Use will be available on this Portal as they are changed and by continuing to use this Portal, you accept the terms of Use as they apply from time to time

### **Links**

We provide links to internet websites maintained by third parties such as LinkMe over which we have no control. We are not responsible for the contents of any linked website or any link contained in a linked website. We will not be liable for any damages or loss arising in any way out of or in connection with or incidental to any information or third party service provided by any third party. You acknowledge that you enter any third party websites at your own risk.

Material or information provided on this Portal is not intended to be advice and we do not endorse or recommend any of the opportunities included on this Portal. We do not warrant the accuracy, completeness or adequacy of the content in this Portal. You should make your own assessment of the content.

### **Important terms applying to Forum**

If you participate in any public communication such as a chat area, message board or blogging function within this Portal (**'Forum'**), you acknowledge that:

- (a) we do not make any representations or warranties that:
  - (i) the information provided in any Forum is reliable, accurate or complete; or
  - (ii) your access to that information will be uninterrupted, timely or secure;
- (b) we are not responsible for the content or opinions published, uploaded, distributed or disseminated (collectively, **'posted'**) or sent by users in any Forum;
- (c) you use the information provided in the Forums at your own risk;
- (d) the Forums are a medium for public and not private communications.

**Acceptable Use Policy for Forum** We have created the Forum in this Portal to enable people to publicly contribute their views in a positive environment, to enable users to network and communicate with other users within the context of making business contacts and finding business resources, without fear of abuse or harassment or exposure to offensive or other inappropriate content.

When contributing your views to any Forum, you agree that you will:

- (a) safeguard your personal privacy and the privacy of others by not including personal information (such as names, email addresses, private addresses or telephone numbers) other than your own user ID in your messages;
- (b) post material to the Forum that is relevant and represents your own views;

- (c) not post any material which is knowingly false, misleading or inaccurate;
- (d) not make any defamatory comments;
- (e) not be, abusive, hateful, harassing or threatening;
- (f) not be obscene, profane or sexually explicit;
- (g) not use the Forum for conducting surveys of other users, creating marketing lists or for other commercial purposes (other than those for which the Portal has been established);
- (h) not misrepresent your identity or amend another user's posting;
- (i) not post any copyrighted material, unless you own the copyright or have the owner's permission, nor infringe any trademark, moral rights or other intellectual property rights of third parties.

### **Monitoring and consequences of misuse of Forum**

Any user who feels that a posted message in any Forum is objectionable is encouraged to contact us immediately by email [membership@finsia.com]. We have the ability to remove objectionable messages and we will make every effort to do so, within a reasonable time frame of becoming aware of them, if we determine that removal is necessary. Removal of messages may be delayed due to technical difficulty.

We reserve the right to:

- o delete any message for any reason whatsoever;
- o reveal your identity (or whatever information we know about you) in the event of a complaint or legal action arising from any message posted by you; and
- o issue you with a warning, or suspend or cancel your access to the Forum or the Portal if you breach any part of the Acceptable Use Policy.

### **Limitation of Liability for use of Forums and Portal**

We do not accept responsibility for any loss or damage, however caused, which you may directly or indirectly suffer in connection with your use of the Forums, this Portal or any linked website, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through Forums or this Portal or any linked website including information provided by LinkMe or otherwise provided by us.

We exclude, to the extent permitted by law, any liability which may arise as a result of your use of this Portal. Where the *Trade Practices Act 1974* (Cth) implies warranties which cannot be excluded, our liability is limited to the extent permitted under the *Trade Practices Act*.

### **Indemnification**

You agree to indemnify, defend and hold harmless Finsia, its officers and employees from any loss, liability, claim, demand or expenses (including reasonable legal costs) claimed by any third party due to or arising from or in connection with:

- (a) your use of the Portal;
- (b) messages posted or transmitted by you in any Forum;
- (c) your breach of these Terms of Use.

**Privacy**

Finsia's Privacy policy (<http://www.finsia.com/Content/NavigationMenu/AboutFinsia/Policies/Privacy/default.htm>) applies to users of the Portal. We use the personal information you give to us to provide you with services under this Portal. If you want to gain access, check or amend your personal information, please log onto My Finsia, or contact the Finsia office in your region].

**Governing Law**

The laws governing these Terms of Use will be the laws of New South Wales and you irrevocably submit to the exclusive jurisdiction of the courts of NSW and their appellate courts and the Federal Court of Australia.