

Next Job Now Pty Ltd Business Terms

Its easy to retain our services

To retain our services, simply join us for your CV interview by phone, commence the CV interview in person, forward your old resume or return of CV information form by fax or email. That's all you need to do to formally accept the offer of our services.

How we communicate with you

For the purposes of this agreement, information, invoices and other material is deemed to be communicated to the client the moment the information, invoice or other written material is sent as an outgoing email addressed to any email address provided by or confirmed by the client during the CV interview.

Make the most of our unlimited coaching service

CTMC customers receive up to 4 hour initial face-to-face coaching and ALSO receive unlimited ongoing coaching for FREE. The unlimited coaching service offered by Next Job Now is subject to a reasonable use policy.

NJN guarantees intensive face-to-face coaching for CTMC customers. Ongoing coaching beyond the intensive coaching program may be conducted by phone as this reflects the way job interviews are initially conducted. CTMC coaching beyond the first face to face coaching session is normally conducted by phone as this is the only way we can provide an unlimited service for FREE.

FREE Selection Criteria Statement with CTAS packages

Our "All you can eat" CTAS and SWAPP packages allows you to make the most of every product we provide, though only one selection criteria statement is provided FREE of charge where included in the package. We trust you'll understand that it is not commercially prudent to commit to write multiple selection criteria...you'd normally pay \$500 for a single, good quality selection criteria statement. In any case, we don't know of ANYONE else that writes them for FREE. No FREE selection criteria statement is available to clients using only the CV component of CTAS.

FREE resume for spouses of CTMC and PEEP clients

NJN may, at its absolute discretion, agree in writing to produce a resume for the spouse of a PEEP client or CTMC client as a FREE bonus for using our services. Any such resume does not include an update service and timeframes for the resume interview and production of the draft CV may be longer than normal due to paying customers receiving priority.

FREE annual resume update for CTMC clients

Clients utilising NJN's full CTMC coaching service will, at the absolute discretion of NJN, will be provided with an annual resume update on an ongoing basis. Entitlement to an update arises on or after the 12 month anniversary of the production of the original resume (the date on which the draft is emailed by NJN) and future updates accrue on or after the 12 months anniversary of the previous update. That is, a minimum of 12 months must expire between each resume update and updates are not cumulative or transferable. Updates are limited to new information provided since the date of the last role covered in the resume and NJN is unable to modify any previous material included in

the resume to accommodate additional ideas or a change in focus for any work experience dated before the date of issue of the resume. The annual resume update is a discretionary scheme and NJN may withdraw the scheme without notice. In instances where clients demonstrate (at the sole and absolute discretion of NJN) a lack of goodwill, the entitlement to an annual resume update shall cease to exist for that client. You agree that NJN's subjective assessment of goodwill is final and binding.

Cash bonus offers

NJN may, from time to time, offer cash bonuses to attract new business. Any such offers are only open to new customers and are not retrospective. Any customer already doing business with NJN is not entitled to a cash bonus for any retrospective business.

\$100 Cash Referral Bonus Scheme

NJN will pay to an eligible Referrer and Eligible Referee a \$100 cash bonus each for referrals which generate business for NJN. Bonuses are only payable after receipt of payment in full for the referred customer. If a customer ceases to meet the qualifying requirements for the Bonus Scheme or does not use the support, then no Bonus shall be paid. The method of payment of Bonuses shall be at the discretion of NJN. Only one Bonus is payable per customer referred and where the same member is referred to us more than once, the earlier referral only will qualify for a referral Bonus. A referral does not qualify for a Bonus if NJN is already doing paid business with that customer or that customer has already expressed an interest in using NJN's services. To qualify for a Bonus, a referral must include the correct name, email and phone number of the person referred. No bonus is payable for a referral where the customer purchases only a resume. A Bonus of \$100 is payable for a customer who uses Level 3 CTAS (CTMC) or Medical Discharge (CTMC) support in full with NJN. Reciprocal referrals do not qualify for a Bonus. That is, two people cannot refer each other. A bonus is only payable where a referral was not known to NJN previous to the date of the referral. NJN may choose not to contact a referred lead, in which case no Bonus will be payable. NJN may choose not to do business with a referred lead, in which case no Bonuses will be payable. You agree that you have read and understand these terms and conditions and subsequent changes to them and accept them in full without amendment. NJN may change the terms of the Bonus Scheme from time to time and where noted such changes will be retrospective. NJN may cancel the Bonus Scheme at any time without notice.

We rely on you to provide accurate information

Next Job Now is not liable for information obtained from a client that is inaccurate or incorrect. Next Job Now does not research any information given by the client. Next Job Now's liability is limited to completion of work and Next Job Now assumes no liability after the resume has been proofread. We do not guarantee job placement or employment success. Our clients' successes are directly dependent upon the effort, commitment and diligence they put into fully integrating the CV and coaching strategies (CTMC and PEEP clients) with their job search strategies. Outcomes and successes are affected by many external variables including market volatility, local and national economies, market saturation for a particular industry, a client's level of experience, adaptability to workforce changes, skill sets and continued motivation.

Payment policy

100% payment in advance is required at the commencement of the resume interview. By providing your credit card details to Next Job Now, you authorise us to process the full amount owing for your

resume or such lower amount as may be necessary where the credit limit is restricted and you agree that this authority is irrevocable until the account is settled in full. You further authorise us to debit such other charges as may be incurred under this agreement or to process a lesser amount than the full payment owing if a transaction is declined, including charging \$30 per hour for any time spent addressing your account. You irrevocably agree that you authorise NJN to use your credit card details to process the balance owing as a pre-requisite to issuing the draft.

You agree that payment is not contingent upon acceptance of a draft resume or the success of any work we do and by engaging our services you agree that you will not withhold payment for any reason. Alternative payment arrangements will not be valid unless prior express written approval has been given by a Director of Next Job Now.

Discounted price for on-time payment

The price for our resume services has been heavily discounted conditional upon the settlement of your account in full by the payment due date. You agree that should NJN be required to undertake debt recovery action or commence legal proceedings through VCAT with respect to your unpaid account, that pricing will revert to the full price of \$695. You also agree that we may recover costs for time spent administering your account at the rate of \$30 per hour. You also agree to pay our costs in full should we retain the services of a legal practitioner in the course of settling your account.

You agree that Next Job Now may contact you as necessary, obtain information about you and pass your information on to third parties for the purposes of debt recovery and associated processes. Next Job Now may at its absolute discretion refuse or discontinue services in the event that a client behaves offensively in any way. Upon discontinuation, the outstanding account must immediately be settled in full. Next Job Now endeavours to complete all draft CVs within 10 working days of the CV interview. However, delays may be experienced from time to time.

You agree that NJN may claim the cost of expenses and professional fees for time taken to follow up on overdue accounts and pursue recovery action.

The whole agreement

These terms and conditions constitute the whole of the agreement between the client and Next Job Now. You agree that this agreement will be governed by the laws of Victoria and that the forum conveniens shall be determined by Next Job Now in its absolute discretion. Unless advised to the contrary, the *forum conveniens* is Melbourne CBD. You also agree that in the event of a dispute you will attend the forum conveniens in person, face-to-face, in Melbourne (not by phone or video conference). You also agree that you will not seek to have the forum conveniens changed for any reason.

NEXT JOB NOW WEBSITE TERMS OF USE

These Terms of Use apply to the services offered on the nextjobnow.com.au website by Next Job Now Pty Ltd. Please read these Terms of Use carefully before using the Next Job Now website. Usage of the Next Job Now website is conditional upon you agreeing to be bound by these terms and conditions.

Our services

Next Job Now offers a variety of services related to job placement and recruitment, including:

- Recruitment of Defence members
- Discounts and loyalty programs for Defence members
- Resume preparation services
- Interview coaching services
- Career profiling services

We reserve the right to modify or discontinue any service at any time without notice. Next Job Now will not be held liable for any decision to modify or discontinue a service.

In addition to these Terms of Use, specific conditions may apply to each of these services. These will be notified to you at the time of subscription for the particular services and you must read our Business Terms in addition to these Terms and Conditions.

Use of website and material

You agree that you will use the Next Job Now website in accordance with this Agreement and that you will not re-sell any services from this website unless specifically authorised by Next Job Now. You will not use the website for any unlawful purpose. You will not violate or attempt to violate the security of the website.

Accuracy of information you submit

You agree that the information including resume and job advertisement information which you provide to Next Job Now is accurate and is not misleading. You also accept that you have the responsibility for updating any personal information provided to Next Job Now. You indemnify us for any loss, including costs and expenses, to Next Job Now arising from false or misleading information which you have provided to us.

Offensive content

You agree that you will not place anywhere on the website, any material which is offensive, defamatory, pornographic, or unlawful, or any material which creates a liability or infringes another person's rights.

Copyright and trade marks

All intellectual property rights in any material or content displayed on the Next Job Now website, including without limitation trademarks, copyrights, or trade names belong to Next Job Now, its affiliates, or licensors, and are used with their owner's permission. Other than viewing and downloading content from the website for purposes permitted on the website, you do not have the rights to use these intellectual property rights without the written permission of their owner.

Third party links

Next Job Now is not responsible for the content or conduct of any website linked to or from our website. While we may provide the links to these websites, the links are for your convenience only and are not a guarantee or endorsement of those websites or services.

Termination

Next Job Now reserves the right to terminate the membership or registration of any user at any time, or to cease providing services.

Exclusion of warranties

Next Job Now makes no warranties or representations as to the continued availability of the website, or the accuracy, reliability, completeness or timeliness of the content of the website, or that services will be uninterrupted, timely, secure or error free, or as to results that can be gained from use of the services.

Except for any implied condition, warranty or representation, the exclusion of which would contravene any statute or cause this clause to be void and as otherwise expressly stated in these Terms of Use, Next Job Now makes no express or implied warranties to you and expressly excludes all warranties, conditions and terms implied by statute, general law, international convention or custom, including without limitation any and all implied warranties with respect to merchantability, fitness for purpose, title and non-infringement.

Limitation of liability

Except as provided by law, Next Job Now will not be liable for any loss or damage suffered as a result of the use of this website or for any loss as a result of your failure to use the website, including without limitation your failure to complete an application or respond to an employment opportunity in time. To the extent permitted by law:

- our liability for breach of any non-excludable condition will be limited at our option to the supply of the services again or payment of the cost of supplying the services again;
- otherwise our liability to you for any loss or damage at law, shall not exceed the total amount we actually received from you for the service which gave rise to the loss or damage;
- we will not be liable in any event for any consequential, indirect, incidental, special, punitive or exemplary damages, including without limitation any loss of profits or loss or corruption of data, damage to a computer system, loss of anticipated savings, loss of goodwill or economic loss, even if we have been advised of the possibility of such loss or damage.

You agree that our liability to each other at law will be reduced by the extent, if any, to which the other party contributed to the loss.

Terms of Use subject to change

Next Job Now aims to be a leading provider of online recruitment and placement services for employers of Defence members. As a result, our business is changing rapidly. We reserve the right to amend the Terms of Use at any time to reflect our current range of services and policies.

The Terms of Use will be amended by posting an updated version on the website. If you are using our services we encourage you to review the policies governing the use of the website on a regular basis. If you object to any changes you may discontinue your use of the services. The amended Terms of Use will apply between us whether or not we have given you specific notice of any change.

Events outside of our control

Next Job Now will not be in breach of obligations under these Terms of Use to the extent that any failure or delay in performing its obligations occurs because of an event or circumstance which is outside Next Job Now's reasonable control including without limitation, any act of God, war and other hostilities, fire, flood, strikes, lock-outs, delays in transport, breakdowns in machinery, or restrictions or prohibitions or any other acts by any government or semi-government authority.

Privacy Policy

The Privacy Policy forms part of these terms and conditions, and by agreeing to the Terms of use you also agree to the Privacy Policy.

Business Terms

The Business Terms form part of these terms and conditions, and by agreeing to the Terms of Use you also agree to the Business Terms.

Acceptable Use Policy

You must only use the services provided through this website for their intended purpose. You must not use the services provided by this website to:

- send, upload or otherwise make material available that is illegal or obscene, defamatory, harassing, abusive, tortious, hateful, invasive of a person's privacy, or racially or otherwise objectionable, discriminatory or offensive;
- fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, a Next Job Now representative, or fraudulently or otherwise misrepresent that you have an affiliation with a person, entity or group;
- disguise the origin of any material transmitted through the services provided by the website (whether by forging message/packet headers or otherwise manipulating normal identification information);
- send, upload or otherwise make material available which infringes any intellectual or industrial property right of any person (such as material that infringes copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party);
- send, upload or otherwise make material available containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings (without first confirming the authenticity of the warning), or any other form of unauthorised advertising;
- send, upload or otherwise make material available containing viruses, trojans or any other material designed to impair, destroy or interrupt the performance of any hardware or software;
- obtain unauthorised access to or interfere with the performance of the servers which provide the services or any servers on any associated networks or otherwise fail to comply with any policies and procedures relating to the use of those servers;

- collect, whether aggregated or otherwise, data about other users of the services;
- violate any applicable laws, whether intentionally or otherwise, or send, upload or otherwise make material available which you are not entitled to make available by law (whether by legislation or under a contractual, or fiduciary obligation or otherwise) ; or
- harass or stalk another person or harm, purport to harm or seek to harm another person (including minors) or encourage those or other illegal activities.

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