



## Website Terms and Conditions for Businesses

Thank you for visiting our website. The website found at [www.striver.careers](http://www.striver.careers) (the “**Website**”) is owned and operated by Striver Pty Limited (ABN 44 612 009 659) (“**Striver**”, “**us**”, “**we**” or “**our**”). These Website Terms and Conditions available at [www.striver.careers](http://www.striver.careers) (the “**Terms**”), should be read by you, the person or entity who has registered as a business on the Website looking to review and access student profiles available on the Website and otherwise receive a connection, or introduction to students for the purposes of engaging students for your organisation (the “**User**” or “**you**”).

By accepting these Terms, or by accessing or using the Website, the Striver Platform and/or the Services (as defined below), you represent and acknowledge that you are over 18 years old and you have read, understood, and agree to be bound by these Terms. You should immediately cease using the Website and the Striver Platform if you do not agree to these Terms.

If you are entering into these Terms on behalf of a company or another legal entity, you represent that you has the authority to bind such entity and its affiliates to the terms of these Terms, in which case the term “you” or related capitalised terms herein shall refer to such entity and its affiliates.

These Terms may be updated by us from time to time without notice to you. Your continued use of the Website, the Striver Platform and the Services will amount to acceptance of the updated Terms.

### 1. Description of the Services

- 1.1 Striver has developed and provides to its clients and customers, the use of an online platform which enables businesses to access profiles of students who have registered with Striver and seek introduction and placement opportunities, including the web application, related documentation, websites (including source code and databases), a help desk system, other connectivity applications (APIs) and interfaces (collectively, the “**Striver Platform**”). Striver also provides talent search services, evaluation, vetting, testing, behavioural interviewing and personal coaching services before making an introduction, and any other online recruitment services as provided by Striver from time to time (collectively, the “**Services**”).
- 1.2 Any new features, updates or upgrades, improvements or augmentation of the Striver Platform and related services are considered the Striver Platform or Services and shall be subject to the terms of these Terms.
- 1.3 Unless otherwise agreed by us in writing, we do not undertake any reference, criminal, credit or other similar checks on candidates, nor do we advise on the credibility of such information. All reference and other checks are the sole responsibility of the User.
- 1.4 The User acknowledges that Striver is not a party to and will have no liability with respect to any engagement, arrangement or any transaction between the student and the User.
- 1.5 Striver relies on the information that the User and students provide for the profiles on the Striver Platform. Striver assumes no responsibility for and makes no representations as to the reliability, capability, qualifications background or identities of any students or the quality, security or legality of any services provided or any act or omission by such students, and Striver disclaims any and all liability relating thereto.
- 1.6 Striver does not guarantee the placement of any students with your business.

### 2. Registration and Website Security

- 2.1 In order to use or access the Striver Platform and/or the Services, you will need to register your details with Striver. As part of the registration process, we will create a Striver account (“**Striver Account**”) and provide you with a username and password for your Striver Account to allow you access to the Striver Platform. When you register and activate your Striver Account, you will provide us with Personal Information (defined below) such as your name and email address. You must ensure that this information is accurate and current.
- 2.2 All Users (including Authorised Users as defined below) who access the Striver Platform must do so with their own Striver Account and the User is and remains responsible at all times for all Users’ (including Authorised Users’) use of and access to the Striver Platform. You are responsible for maintaining the confidentiality of your Striver Account information including your username and

password. You are and remain responsible for all use and activity carried out under this username and for preventing any unauthorised access and should promptly inform us of any security issues. You agree to accept responsibility for all activities and changes to data that occurs under your Striver Account or password including any changes made by any other activities or changes carried out by any Authorised Users such as to their User Account(s) or password(s) as applicable. Striver will not be held accountable for changes made by you or any Authorised User.

For the purposes of these Terms an “**Authorised User**” shall mean any other individual or entity within the User’s organisation who the User has authorised to use the Striver Platform including to set up and access a User Account such as the User’s employees, personnel and contractors who have a specific need to access and use the Striver Platform and agree to comply with these Terms.

- 2.3 Should you become concerned that unauthorised access has been made to your Striver Account, you must notify us immediately and take all appropriate steps to mitigate any harm unauthorised access may cause (such as change passwords and usernames).
- 2.4 For promotional purposes, Striver may from time to time display the usernames of Users or the publish User testimonies on the Striver Platform. When registering and activating your Striver Account, we strongly recommend using a username other than your full name if you do not want others to see your usage of the Striver Platform.

### **3. Unacceptable Activity**

- 3.1 You must not use the Website, the Striver Platform or the Services for any purpose other than the purpose for which it was designed, and specifically you must not use the Website, the Striver Platform or the Services:
  - (a) in a way which violates the rights of a third party or infringes any other party’s rights, including without limitation, intellectual property rights and moral rights, or for any inappropriate, illegal or unlawful purpose;
  - (b) in any way that would result in a breach of any law, including the Data Protection Requirements.
  - (c) to send or store material or upload files containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
  - (d) to encroach upon or interfere with the privacy of an individual;
  - (e) in a way which constitutes a misuse of any person’s confidential information;
  - (f) to defame or libel Striver, its related companies, officers, directors, employees, agents, suppliers, licensors or any other individuals;
  - (g) to post or transmit to the Website or the Striver Platform any non-authorised material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party’s systems or network security;
  - (h) to decompile, disassemble, reverse-engineer or otherwise attempt to discover, derive or interfere with any part of the source code, algorithms, methods or processes embodied in or used, in connection with the Striver Platform of the Services, or any underlying data, infrastructure or other software;
  - (i) to resell, rent, distribute, market, lease, licence, sublicense, assign, display, time share, transfer or otherwise commercially exploit for profit or gain any part of the Striver Platform or the Services, or permit the use of the Striver Platform or the Services, by any third party, other than as expressly permitted under these Terms;
  - (j) to modify, adapt, alter, disrupt or interfere with the integrity or performance of, the Striver Platform or the Services or any software used in connection with them, or attempt the same; or
  - (k) to remove or alter any registered or unregistered trademark, logo, copyright notice, confidentiality marker or other proprietary or confidentiality notice appearing on or in the Striver Platform or the Services.
- 3.2 You must not access the Striver Platform or the Services if you provide or intend to provide any service or functionality which competes with the Striver Platform or the Services, except with our prior written permission (which we may withhold in our sole discretion).

- 3.3 We reserve the right to, at any time and without prior notice, disable or remove your access to the Striver Platform or the Services and/or remove any information you post to our Website, in the event of any breach or suspected breach of this clause 3 of the Terms.
- 3.4 You shall be responsible for ensuring that you, and your business, comply with all applicable laws and regulations in force in using and accessing the Website, the Striver Platform and the Services, and in approaching, interviewing, and engaging with any students.

#### **4. Website Content**

- 4.1 We rely on the content, information, materials and data you provide to us and upload to the Website in order to provide the Striver Platform and the Services. You must not provide any content, information, materials or data on the Website or Striver Platform that is unlawful or that promotes or encourages illegal activity. You warrant and represent that the information and data entered into your Striver Account with us and/or uploaded to the Website is and shall remain accurate, true and correct and that you will inform us of any update or change in this information immediately upon becoming aware. By registering with Striver you agree that Striver may share any content, information, materials or data you provide or upload to the Website and the Striver Platform to third parties (such as students registered with the Striver Platform) in order for Striver provide the Striver Platform and the Services.
- 4.2 You are solely responsible for any content, information materials or data that you submit, publish or display on the Website or in the Striver Platform or transmit to other users on the Striver Platform.
- 4.3 You agree to indemnify us, our related companies, officers, directors, employees, agents and our suppliers and licensors against any claim, liability, loss, costs, action or damages arising from or incurred in connection with any content, information, materials or data entered into the Striver Platform or the Website under your Striver Account including any claim, loss, damages or liability that may be made against us alleging that your use of any content, information, materials or data provided to us by you in accordance with these Terms infringes the Intellectual Property Rights or moral rights of any third party or any law.

#### **5. Promotions and competitions**

- 5.1 From time to time we (or selected third parties) may include events, competitions, campaigns, contests, promotions or other offers on the Striver Platform and/or the Website. Each such offer shall be subject to its own express terms and conditions and may not be available in all jurisdictions.
- 5.2 If you want to participate in such events, competitions, contests or promotions, you need to agree to the relevant terms and conditions applicable to that offer. In case of any inconsistency between such terms and conditions and these Terms, those terms and conditions will prevail.

#### **6. Accuracy, Completeness and Timeliness of Information**

- 6.1 The information on the Website is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on the Website, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on the Website. You should monitor any changes to the information contained on this Website.
- 6.2 We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of the Website, the Striver Platform or a linked website. You must take your own precautions to ensure that whatever you select for your use from our Website and the Striver Platform is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.
- 6.3 We may, from time to time and without notice, change or add to the Website or the information, products or services described in it. However, we do not undertake to keep the Website updated. We are not liable to you or any other third party if errors occur in the information on the Website or if that information is not up to date.

## 6. Support

- 6.1 Striver provides a support helpdesk where support is available for any enquiries relating to the Striver Platform or the Services where Striver support staff can be contacted by e-mail at [hello@striver.careers](mailto:hello@striver.careers).
- 6.2 For the avoidance of any doubt, you are solely responsible for directly responding to any student enquiry where an introduction by Striver is made.

## 7. Linked Sites

- 7.1 Our Website may contain links to websites operated by third parties. The inclusion of such links are provided for your convenience and information only and should not be interpreted as an endorsement of the owner/sponsor of the website or the content of the website. Unless expressly stated otherwise, we are not responsible for the content on any linked websites to or from the Website and have no control over or rights in those linked websites. Your linking to any other website is entirely at your own risk.
- 7.2 To the extent permitted by law, Striver disclaims all warranties, express and implied, as to the accuracy, validity, legality or otherwise of any materials or information contained on such websites.

## 8. Intellectual Property Rights

- 8.1 Striver and its licensors own all rights, title and interest in and to all Intellectual Property Rights contained or embodied in the Website and the Striver Platform and in all of the material (including all text, graphics, logos, images, audio and software) made available on the Website and the Striver Platform ("**Striver Content**").
- 8.2 Your use of the Website and the Striver Platform, and use of and access to any Striver Content does not grant or transfer any rights, title or interest to you in relation to the Website, the Striver Platform or the Striver Content. However, we do grant you a licence to access the Website and the Striver Platform and view the Striver Content on the terms and conditions set out in these Terms and, where applicable, as expressly authorised by us and/or our third party licensors.
- 8.3 Any Striver Content created or arising under as a result of the Terms shall vest in and remain the property of Striver. Striver grants to you a revocable licence to use the created Striver Content for the sole purpose (and no purpose other than) of allowing you to obtain the benefit of the Website, the Striver Platform and/or the Services. Such licence shall terminate upon termination, completion or expiry of these Terms, and may otherwise be terminated by Striver at any time in our absolute discretion.
- 8.4 Any reproduction or redistribution of the Website or the Striver Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Striver Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited. All other use, copying or reproduction of the Website, the Striver Content or any part of it is prohibited, except to the extent permitted by law.
- 8.5 The URLs representing the Striver Website, "Striver Careers" and all related logos of Striver products and services described in the Striver Website are either subject to copyright, trademark or existing registered trademark ownership by Striver (or Striver's licensors) and may not be copied, imitated or used, in whole or in part, without the prior written permission of Striver.

For the purposes of these Terms "**Intellectual Property Rights**" includes both in Australia and throughout the world and for the duration of such rights, any rights, title and interest in any:

- (a) business names, patents, utility models, copyrights, eligible layout rights and registered designs registered or unregistered trade marks or service marks, trade names, brand names, domain names, indications of source or appellations of origin, plant variety rights, and commercial names and designations;
- (b) invention, discovery, trade secret, know how, computer software and confidential, scientific, technical and product information;
- (c) other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields whether industrial, commercial, agricultural or extractive and whether dealing with manufactured or natural products; and

- (d) letters patent, deed of grant, certificate or document of title for any thing referred to in paragraphs (a) to (c) of this definition and any medium in which any thing referred to in those paragraphs is stored or embodied.

## **9. Warranties and Disclaimers**

- 9.1 Striver, our related companies, officers, employees, our licensors and suppliers provide the Website, Striver Platform, Services and Striver Content "as is". To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about the Website, Striver Platform, Services or the Striver Content, including but not limited to warranties or representations that they will be complete, accurate or up to date, that access will be uninterrupted or error-free or free from viruses, or that the Website or the Striver Platform will be secure.
- 9.2 Striver does not guarantee continuous, uninterrupted access to the Website, the Striver Platform or and related services, and the operation of the Website or the Striver Platform. You are responsible for implementing appropriate security processes, systems and procedures to protect yourself and your business from the download of any virus, worms, trojan horses or other code that has contaminating or destructive qualities. Striver cannot guarantee or warrant that any file that you download from Striver or which Striver delivers to you will be free of such things.
- 9.3 You shall be responsible for ensuring that you, and your business, complies with all applicable laws and regulations in force (including but not limited to the Fair Work Act 2009) in approaching, interviewing, and engaging students.
- 9.4 You are solely responsible for all decisions you make in connection with your use of the Website the Striver Platform and the Services. Striver does not purport to have any expert knowledge of the students profiled in the Striver Platform and shall not be liable for the suitability or fitness of any students shortlisted or placed with your business. Accordingly, you shall use the Website and the Striver Platform at your own risk and you shall take all reasonable actions (including, but not limited to, interviewing of candidates face to face wherever possible) and conduct comprehensive reference checks to determine the suitability of the candidate for employment or placement by your business.

## **10. Limitation of Liability**

- 10.1 No Consequential Damages: To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall either party be liable to the other for any indirect or consequential loss, damage or expense (including lost profits, loss of use of data, lost sales or business, lost data, business interruption) or any other loss incurred by such party in connection with these Terms or the use of the Website, Striver Platform or the Services, regardless of whether such party has been advised of the possibility of or could have foreseen such damages.
- 10.2 Force Majeure and Third Parties: You agree that Striver is not liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any government authority, war, sabotage, terrorist activity or threat, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Website, Striver Platform or the Services.
- 10.3 Limits on Monetary Damages: Subject to clauses 10.1 and 10.2 of these Terms and to the extent permitted by law, the aggregate liability of Striver (including any of its affiliates), for damages (monetary or otherwise) arising under these Terms for claims made by you or any third party arising from the Website, Striver Platform, Striver Content or the Services, shall be limited in the aggregate to \$100.

## **11. Indemnity**

- 11.1 You agree to defend, indemnify, and hold us, our related companies, officers, directors, employees, agents and suppliers harmless from and against any claim, suit, loss, damage, liability, demand, action, or proceeding (including legal fees) arising out of or in connection with: (a) any breach by you of these Terms; (b) any wrongful or improper access to, use, or misuse of the Website, the Striver Content, the Striver Platform or the Services; or (c) any content provided through your (or any Authorised Users) Striver Account.

## 12. Confidentiality

- 12.1 Each party shall keep all information which is provided to it and which by its nature is or appears to be by its nature confidential or sensitive, and shall not disclose such confidential information without the prior written consent of the other party except where such disclosure is required or compelled by law or (in the case of Striver) where it is reasonably necessary to provide the Striver Platform and Services.
- 12.2 In addition to clause 12.1, all information and materials (including resumes and information provided by students) provided to the User by (or on behalf of) Striver in connection with these Terms are confidential and the User must not, and must procure that its affiliates, employees, agents, officers, do not, disclose any such details or information to any third party without Striver's prior written consent, save to the extent that such disclosure:
- (a) is strictly necessary for the User to obtain the benefit of the Services provided under these Terms;
  - (b) is required by law; or
  - (c) is in the public domain (other than by breach of a confidentiality undertaking).

## 13. Cancellation and Termination

- 13.1 We reserve the right, with notice to you, to restrict, suspend or terminate your access to the Website, Striver Platform, the Services or any Striver Content, or any feature of the Website or the Striver Platform, and we will not be responsible to you or any third party for any loss, cost, damage or liability that may arise as a result.
- 13.2 These Terms may be terminated:
- (a) By us if you breach any of these Terms, and we reserve the right to terminate your access to the Striver Platform and Services immediately on becoming aware of your breach.
  - (b) By you with thirty (30) days written notice, by emailing [hello@striver.careers](mailto:hello@striver.careers).
  - (c) By either party, if the other party becomes insolvent or has an administrator or liquidator appointed or if the other party assigns or purports to assign its rights otherwise than as permitted by these Terms.
- 13.3 If these Terms expire or are terminated for any reason:
- (a) Immediately upon expiry or termination, the licence granted under these Terms ceases and your access will be cancelled to all related systems, software and materials, including the Striver Platform and the Services.

## 14. Privacy and Data Protection

- 14.1 To the extent that Personal Information and data is collected, used, handled, processed and/or transferred under these Terms, each party will:
- (a) comply with the applicable Data Protection Requirements; and
  - (b) obtain all necessary rights and consents required to comply with the applicable Data Protection Requirements and only use or disclose Personal Information obtained during the course of performing these Terms for the purposes of these Terms.
- 14.2 You acknowledge that you have read and agree to comply with the provisions of the Striver Privacy Policy (which can be found at <https://www.striver.careers/privacy-policy>) in relation to your use of the Website, the Striver Platform and the Services provided under these Terms.
- 14.3 Without limiting anything else in these Terms, you must provide Striver with any reasonable assistance (at your cost) requested by Striver for the purpose of Striver complying with any Data Protection Requirements including without limitation responding to a request by any individual for access to their Personal Information.
- 14.4 You will not do or permit anything to be done which would cause Striver to incur liability under Data Protection Requirements.

For the purposes of these Terms "**Data Protection Requirements**" means the applicable code, legislation, regulation, statute, order which may apply from time to time, which may include the Privacy Act 1988 (Cth), the Australian Privacy Principles, and/or all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or Privacy Ombudsman, as the case may be.

**“Personal Information”** means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can be reasonably ascertained, from the information or opinion.

## **15. Survival**

15.1 The following clauses shall survive any termination of these Terms: 3. Unacceptable Activity, 4. Website Content, 6. Accuracy, Completeness and Timeliness of Information, 7. Linked Sites, 8.1, 8.4, 8.5, 9. Warranties and Disclaimers, 10. Limitation of Liability, 11. Indemnity, 12. Confidentiality, 13. Cancellation and Termination, 14. Privacy and Data Protection, 15. Survival, 16. Dispute Resolution, 17. Jurisdiction and Governing Law, and 18. Miscellaneous.

## **16. Dispute Resolution**

16.1 Subject to clause 16.4, the parties must attempt to settle by negotiation any dispute in relation to these Terms before resorting to external dispute resolution mechanisms.

16.2 If a dispute is not settled by the parties within fourteen (14) days of one party sending to the other party written notice of the dispute, the dispute must be submitted to mediation. If the dispute is not settled by the parties within thirty (30) days of mediation, either party may commence court proceedings in relation to the dispute.

16.3 Notwithstanding the existence of a dispute each party must continue to perform its obligations under these Terms, except where the performance of an obligation is the subject matter of the dispute.

16.4 A party may commence court proceedings relating to any dispute arising from these Terms at any time where that party seeks urgent interlocutory relief.

## **17. Jurisdiction and Governing Law**

17.1 These Terms are governed by and interpreted under the laws of the state of New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts exercising jurisdiction in the state of New South Wales, Australia.

## **18. Miscellaneous**

18.1 You may not assign or transfer, whether in whole or part, the benefit of these Terms or any rights or obligations hereunder, without our prior written consent. We may at any time, directly or indirectly, assign, subcontract, or otherwise transfer or delegate or deal in any other manner with any or all of our rights under these Terms, provided that we give prior written notice of such dealing to you.

18.2 A right created under these Terms may not be waived except in writing signed by the party granting the waiver. The failure of either party to enforce a term of these Terms will not be interpreted as a waiver of that term.

18.3 Any failure by us to act with respect to a breach by you or others does not waive any right we may have to act with respect to subsequent or similar breaches.

18.4 If any provision in these Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

18.5 Each party bears its own costs and expenses in relation to these Terms.

18.6 These Terms state all the express terms of the Terms and details the entire understanding between the parties in respect of its subject matter. The Terms supersedes all prior discussions and negotiations between you and Striver (other than written agreements accepted by both parties).

18.7 These Terms may be executed in any number of counterparts.

18.8 Any variation to these Terms must be in writing.