



Terms & Conditions of Use

Introduction

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The term 'ISAP TALENT PTY LTD' or 'us' or 'our' or 'we' refers to ISAP TALENT PTY LTD, the owner of the website, whose ACN is 670 097 864, based in New South Wales. The term 'you' or 'your' refers to the website user. 'People' users refers to independent persons using this platform to find work as either employees, contractors, consultants or casual staff. 'Client' or 'Project' users refers to employer companies, business, legal entites using this site to find and engage workers for projects.

Your use of this website is subject to the following terms and conditions.

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1. The content of this website is for your general information use only. It is subject to change and modification, of immediate effect, without prior notice.
2. This website uses cookies to monitor browsing preferences. You can disable your cookie settings in your own browser. The following personal information may be stored by us for use by us, our clients, users or other third parties: names, contact details, employment history, skills, qualifications, sought rates, security clearances, referees.

Site Purpose, Authenticity & Behaviour

3. You agree to represent yourself, your skills, your experience, your services, opportunities and offerings authentically, without intent to decieve or mislead in any way.
4. You agree to use the site for our intended purpose of connecting people with projects directly, and will not use the information for commerical purposes such as, but not limited to, marketing alternate services, data mining, screen scraping. You will not use ISAP TALENT PTY LTD or our digital talent platform at www.isaptalent.com for any purpose that is unlawful or prohibited by any law or these terms and conditions.

5. You will not use ISAP TALENT for any purpose that we believe, at our sole discretion, is unlawful, malicious, dishonest, or done with intent to harm, deceive, harass, solicit or otherwise inconvenience any direct or third party user of the site. This includes, but is not limited to, infringing copyrights, spreading computer viruses, spamming, obtaining confidential information, circumventing probity, or actions that may disrupt or harm the reputation, service or platform of us or any users or third party of the site in any way.
6. Our talent finding service through <https://www.isaptalent.com/> is a subscription-based membership with no margins or placement fees, to find candidates either on-platform or through promotion our broader networks which may include newsletters, LinkedIn pages and other channels. Clients sourcing candidates through the platform are authorised to onsell this talent to their clients.
7. Entities found to have registered with us and considered to be acting in any manner outlined in these Clauses, particularly Clauses 4, 5, 6 or 7 will be considered in breach of both the direct engagement spirit of the platform, as well as these express terms and conditions, and will be subject to damages.

Site Security

8. You will not, and will not attempt to, extract, obtain, decompile, download or disassemble the front-end, back-end or source code of our platform, probe our infrastructure, forge any TCP/IP packet header, or otherwise act in any way that may disrupt, harm or jeopardise our business or any of our users.
9. You will not, and will not attempt to, access, hack, share, export, extract, obtain or view any information contained or hosted by us in any manner other than intended use. This includes information in any onsite and offsite database, encrypted and/or hosted on servers or datacentres.
10. You agree to keep your username and password secure, and remain responsible and accountable for activity performed when logged in. You may reset your password at any time. You agree to inform us of any unauthorised, or suspected unauthorised, use of your account.
11. We can not guarantee that files available on the site for viewing or download are not free of malicious software or viruses and recommends always using trusted anti-virus protection software.

Warranties & Guarantees

12. Using this site does not make you an employee, partner, joint venture, agent, representative, spokesperson, shareholder, contractor, worker or colleague of ours in any way. ISAP TALENT is an independent contractor. The People users of this site are independent. The Project users of this site are independent. SAP the company is completely independent.
13. We do not provide any warranty or guarantee as to the performance, accuracy, timeliness, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You hereby acknowledge that such information and materials may

contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law.

14. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
15. We do not guarantee availability or engagement of employment to People users of this site. Project employers are free to advertise and engage people to work on projects at their own discretion.
16. We do not guarantee availability or engagement of people users to project users of this site. People users are free to accept or decline work on projects at their own discretion.

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21. This website does not endorse, condone or in any way recommend users or third parties of this site, and is not responsible for their information, content, actions or behaviour, as represented either here or on other sites accessed through ISAP TALENT or linked to either us or them in any way.

Indemnity & Limit of Liability

22. You indemnify ISAP TALENT PTY LTD and all our directors, employees and representatives from and against all damages, losses, claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of the website.

23. In no event will we be liable for any loss, damage, cost or expense including legal costs and expenses (whether direct or indirect) incurred by you in connection with the use of this website.
24. Every effort is made to keep the website up and running smoothly. However, we take no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues including those beyond our control; including, but not limited to, power outages, network speed, data centre availability, hosting, connection issues or other digital interference in delivery of service.

Commercials of site

25. Independent consultants may be required to sign up with a third party payroll and contract manager provider. That relationship and their terms are independent and in addition to your acceptance of these terms with ISAP TALENT.
26. Employer users and consultant users agree that when engaging consultants through the site, or accepting Project work through the site: each party will agree scope of work, rates, durations, delivery basis, site location and other parameters relating to the project. This information is used to craft the contracts and form the basis of your legal agreement.
27. Registration is always free for consultants.
28. Registration is a monthly subscription for employers. There are no refunds. You can change subscription levels.
29. Please refer to the pricing pages as prices are subject to change.

General Provisions

30. Your use of this website and any dispute arising out of your use of it is subject to the laws of New South Wales, Australia.
31. We may, at our sole discretion, suspend or terminate your membership of this site if we believe you have breached any of the terms and conditions outlined here.
32. You may only use the website for lawful purposes and in a manner consistent with the nature and purpose of the website.
33. These terms and conditions do not relate to your use of any product or service described on our website unless otherwise agreed. You must refer to the individual contracts and warranty relevant to any particular product or service.
34. These terms and conditions may be amended from time to time. Your continued use of our website following any such amendments will be deemed to be confirmation that you accept those amendments.

