



# Terms of Use

## 1. Your relationship with ApplyReply

- 1.1 Your use of ApplyReply's services and web sites (referred to collectively as the "Services" in this document) is subject to the terms of a legal agreement between you and ApplyReply. "ApplyReply" is a website service owned and operated by VM Forms. This document explains how the agreement is made up, and sets out some of the terms of that agreement.
- 1.2 Unless otherwise agreed in writing with ApplyReply, your agreement with ApplyReply will always include, at a minimum, the terms and conditions set out in this document.
- 1.3 Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.
- 1.4 All Terms form a legally binding agreement between you and ApplyReply in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

## 2. Accepting the Terms

- 2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.
- 2.2 You accept the Terms by actually using the Services. In this case, you understand and agree that ApplyReply will treat your use of the Services as acceptance of the Terms from that point onwards.

## 3. Provision of the Services by ApplyReply

- 3.1 ApplyReply has associations with and is affiliated with other legal entities. Sometimes, these companies will be providing the Services to you on behalf of ApplyReply itself. You acknowledge and agree that the other entities will be entitled to provide the Services to you.
- 3.2 ApplyReply is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which ApplyReply provides may change from time to time without prior notice to you.
- 3.3 As part of this continuing innovation, you acknowledge and agree that ApplyReply may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at ApplyReply's sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform ApplyReply when you stop using the Services.
- 3.4 You acknowledge and agree that if ApplyReply disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.
- 3.5 You acknowledge and agree that while ApplyReply may not currently have set a fixed upper limit on the number of transmissions you may upload through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by ApplyReply at any time, at ApplyReply's discretion.



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### **4. Use of the Services by you**

- 4.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to ApplyReply will always be accurate, complete and up to date.
- 4.2 You agree to use the Services only for purposes that are permitted by the Terms.
- 4.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by ApplyReply. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers).
- 4.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).
- 4.5 Unless you have been specifically permitted to do so in a separate agreement with ApplyReply, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.
- 4.6 You agree that you are solely responsible for (and that ApplyReply has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which ApplyReply may suffer) of any such breach.

### **5. Your profile ID and account security**

- 5.1 You agree and understand that you are responsible for maintaining the confidentiality of profile IDs associated with any account you use to access the Services.
- 5.2 Accordingly, you agree that you will be solely responsible to ApplyReply for all activities that occur under your account.
- 5.3 If you become aware of any unauthorized use of your profile ID, you agree to notify ApplyReply immediately at [support@applyreply.com.au](mailto:support@applyreply.com.au)

### **6. Privacy and your personal information**

- 6.1 For information about ApplyReply's privacy practices, please read ApplyReply's privacy policy at <http://www.applyreply.com.au/privacy.html>. This policy explains how ApplyReply treats your personal information, and protects your privacy, when you use the Services.
- 6.2 You agree to the use of your data in accordance with ApplyReply's privacy policies.

### **7. Content in the Services**

- 7.1 You should be aware that Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to ApplyReply (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by ApplyReply or by the owners of that Content, in a separate agreement.



## **Terms of Use...continues**

- 7.2 ApplyReply reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service.
- 7.3 You agree that you are solely responsible for (and that ApplyReply has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which ApplyReply may suffer) by doing so.
- 7.4 You are responsible for backing up the data that you store on the service. If your profile is suspended or cancelled, we may permanently delete your data from our servers. We have no obligation to return data to you after the service is suspended or cancelled. If data is stored with an expiration date, we may also delete the data as of that date. Data that is deleted may be irretrievable.

## **8. Proprietary rights**

- 8.1 You acknowledge and agree that ApplyReply (or ApplyReply's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by ApplyReply and that you shall not disclose such information without ApplyReply's prior written consent.
- 8.2 Unless you have agreed otherwise in writing with ApplyReply, nothing in the Terms gives you a right to use any of ApplyReply's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.
- 8.3 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.
- 8.4 Unless you have been expressly authorized to do so in writing by ApplyReply, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

## **9. License from ApplyReply**

- 9.1 ApplyReply gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by ApplyReply as part of the Services as provided to you by ApplyReply (referred to as the "Software" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by ApplyReply, in the manner permitted by the Terms.
- 9.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by ApplyReply, in writing..



## **Terms of Use...continues**

### **10. Uploaded Content from you**

- 10.1 You retain copyright and any other rights you already hold in Content which you upload for submission through, the Services. By uploading the content you give ApplyReply a non-exclusive license to reproduce for its Network members to display and print any Content which you submit through, the Services.
- 10.2 You agree that this license includes a right for ApplyReply to make such Content available to other companies, organizations or individuals with whom ApplyReply has relationships for the provision of syndicated services, and to use such Content in connection with the provision of those services.
- 10.3 You understand that ApplyReply, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit ApplyReply to take these actions.

### **11. Ending your relationship with ApplyReply**

- 11.1 The Terms will continue to apply until terminated by either you or ApplyReply as set out below.
- 11.2 If you want to terminate your legal agreement with ApplyReply, you may do so by deleting your profile for the Service which you use.
- 11.3 ApplyReply may at any time, terminate its legal agreement with you if:
  - (a) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
  - (b) the partner with whom ApplyReply offered the Services to you has terminated its relationship with ApplyReply or ceased to offer the Services to you; or
  - (c) ApplyReply is transitioning to no longer providing the Services to users; or
  - (d) the provision of the Services to you by ApplyReply is, in ApplyReply's opinion, no longer commercially viable.

### **12. NO WARRANTIES**

- 12.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE."
- 12.2 IN PARTICULAR, APPLYREPLY, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:
  - (a) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,
  - (b) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
  - (c) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND
  - (d) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.



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- 12.3 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- 12.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM APPLYREPLY OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.
- 12.5 APPLYREPLY FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## 13. LIMITATION OF LIABILITY

- 13.1 SUBJECT TO OVERALL PROVISION IN SECTION 12 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT APPLYREPLY, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:
- (a) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;
  - (b) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:
    - I. ANY RELIANCE PLACED BY YOU ON THE SERVICES ACCURACY AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY NETWORK MEMBER;
    - II. ANY CHANGES WHICH APPLYREPLY MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);
    - III. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;
    - IV. YOUR FAILURE TO PROVIDE APPLYREPLY WITH ACCURATE PROFILE INFORMATION;
    - V. YOUR FAILURE TO KEEP YOUR PROFILE ID OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;
- 13.2 THE LIMITATIONS ON APPLYREPLY'S LIABILITY TO YOU IN PARAGRAPH 13.1 ABOVE SHALL APPLY WHETHER OR NOT APPLYREPLY HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.



## **Terms of Use...continues**

### **14. Advertisements**

- 14.1 Some of the Services are supported by advertising revenue and may display advertisements and promotions. These advertisements may be targeted to the content of information stored on the Services, queries made through the Services or other information.
- 14.2 The manner, mode and extent of advertising by ApplyReply on the Services are subject to change without specific notice to you.
- 14.3 In consideration for ApplyReply granting you access to and use of the Services, you agree that ApplyReply may place such advertising on the Services.

### **15. Other content**

- 15.1 The Services may include hyperlinks to other web sites or content or resources. ApplyReply may have no control over any web sites or resources which are provided by companies or persons other than ApplyReply.
- 15.2 You acknowledge and agree that ApplyReply is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.
- 15.3 You acknowledge and agree that ApplyReply is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

### **16. Changes to the Terms**

- 16.1 ApplyReply may make changes to the Terms and Conditions from time to time. When these changes are made, ApplyReply will make available the updated terms and conditions on its public website.
- 16.2 You understand and agree that if you use the Services after the date on which the Terms have changed, ApplyReply will treat your use as acceptance of the updated Terms and Conditions.

### **17. Changes to the service and cancellation**

- 17.1 We may change the service or delete features at any time for any reason. A particular service may be a pre-release version—a beta, for example—and may not work correctly or in the way a final version might work. We may significantly change the final version or decide not to release a final version.
- 17.2 We may cancel or suspend your service and your access to the ApplyReply network at any time without notice and for any reason. If we cancel your profile, your right to use ApplyReply ID stops immediately.



## Terms of Use...continues

### 18. General legal terms

- 18.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.
- 18.2 The Terms constitute the whole legal agreement between you and ApplyReply and govern your use of the Services (but excluding any services which ApplyReply may provide to you under a separate written agreement), and completely replace any prior agreements between you and ApplyReply in relation to the Services.
- 18.3 You agree that ApplyReply may provide you with notices and marketing material, by email, regular mail, or postings on the Services.
- 18.4 You agree that if ApplyReply does not exercise or enforce any legal right or remedy which is contained in the Terms (or which ApplyReply has the benefit of under any applicable law), this will not be taken to be a formal waiver of ApplyReply's rights and that those rights or remedies will still be available to ApplyReply.