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# Terms & Conditions of Use

## Introduction

Welcome to InsideSAP Careers, powered by Availery.

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The term 'Availery Pty Ltd' or 'us' or 'our' or 'we' refers to Availery Pty Ltd, the owner of the website, whose ABN is 613 376 926, 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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## 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, representing resources for labour-hire, marketing alternate services, data mining, screen scraping, lead generation, becoming an intermediary to onsell any service or offering on this

site. You will not use Availery for any purpose that is unlawful or prohibited by any law or these terms and conditions.

5. You will not use Availery 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. Availery's "Enabled Services" is an online booking platform for: businesses who use SAP, SAP System Integration firms, software companies or businesses who provide consulting services around SAP to source consultants for their direct use and benefit. "Enabled Services" are not to be used for businesses who intend to source consultants for on-selling, labour-hire, to represent through recruitment agency models or other forms of third-party intermediaries, including those looking to on-bill consultants at margin or bill referral services unless you are a registered SAP Partner.
7. Availery's "Pure Access" service is a subscription-based membership for recruitment agencies to find candidates either on-platform or through promotion our broader networks which may include InsideSAP's newsletters, LinkedIn pages and other channels. Agencies sourcing candidates through the platform with "Pure Access" are authorised to onsell to their clients.
8. To protect the genuine users of the platform, entities found to have registered with Availery 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**

9. You will not, and will not attempt to, extract, obtain, decompile, download or disassemble the front-end, back-end or source code of Availery, probe our infrastructure, forge any TCP/IP packet header, or otherwise act in any way that may disrupt, harm or jeopardise Availery or any of our users.
10. You will not, and will not attempt to, access, hack, share, export, extract, obtain or view any information contained or hosted by Availery in any manner other than intended use. This includes information in any onsite and offsite database, encrypted and/or hosted on servers or datacentres.
11. 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 Availery of any unauthorised, or suspected unauthorised, use of your account.
12. Availery 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.

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16. Availery does 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.
17. Availery does 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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### **Commercials of site**

26. Independent consultants may be required to sign up with Availery's third party payroll and contract manager provider. This relationship and the terms are independent and in addition to your acceptance of these terms with Availery.
27. 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.
28. Registration on the site is always free for consultants. Registration is free for direct employers using our "Enabled Services" model. Registration is a monthly subscription for recruitment agencies using our "Pure Access" service. Please refer to the pricing pages as prices are subject to change.
29. Availery charges a Engagement Fee when there is an active contract engagement or permanent placement under "Enabled Services", or a subscription fee for "Pure Access". As the Publisher, Hopwood Digital may receive a percentage of these fees. The Engagement Fee on contractors is 18% of a consultants daily rate, which provides complete compliance and coverage for: all state payroll taxes, professional indemnity insurance, public liability insurance, workers compensation, timesheet admin, billing/invoice and contractor care and management. Consultants joining you as permanent employees are referred at a one-off flat Engagement Fee of \$10k, less if they are converting to employment from an active contract with you.

## 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. Availery 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.

Kind regards,

## The AVAILERY® for InsideSAP® team

Grow More Than Just Business & Careers

