

ASAP Recruit End User Subscription Service Agreement

ASAP Recruit Pty Ltd "ASAP Recruit" maintains and manages an online Recruitment Data management System for our Subscribers.

The Service

As part of the service, ASAP Recruit will provide the Subscriber with access through the Subscribers browser interface and data encryption, transmission, access (as available) and, if applicable, synchronization software and data storage. As used in this Agreement the term "The Subscriber" encompasses each user accessing the Service by means of a valid account established by the Subscriber including, if the Subscriber is a corporation.

ASAP Recruit is not responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Service, and for paying all third-party access charges (e.g., kiosk, ISP, telecommunications) incurred while using the Service

ASAP Recruit makes no guarantees as to the continuous availability of the Service or of any specific feature(s) of the Service. ASAP Recruit may inform the Subscriber of any significant changes to the Service or the terms and conditions of this Agreement that it may make from time to time as part of its business and software improvement programs.

The Subscriber registration for, or use of, the Service shall be deemed to be the Subscriber agreement to abide by this Agreement.

Ownership

The Subscriber retains all right, title and interest to any and all information inputted or uploaded to the Software by the Subscriber, an applicant, or by ASAP Recruit on the Subscriber behalf. ASAP Recruit has no right, title or interest in any personally identifiable information related to the Subscriber applicants or employees.

ASAP Recruit shall retain all right, title and interest in and to the Software, Services, the documentation for the Software, and all modifications and/or enhancements to the Software, regardless of the source of inspiration for any such enhancement or modification and regardless of whether the Subscriber has provided input regarding such modifications and/or enhancements.

The Subscriber acknowledges that ASAP Recruit will retain all right, title and interest to transactional and performance data related to use of the Software which ASAP Recruit may collect, use and disclose for its business purposes (including software use optimization and product marketing) provided that such use does not reveal the Subscribers identity, any of the Subscribers Confidential Information or any personally identifiable applicant information that belongs to the Subscriber. Custom developed documents, designs, computer programs, computer documentation and other tangible materials authored or prepared for the Subscriber by ASAP Recruit ("Deliverables") as required by a statement of work are hereby licensed, solely for the Subscribers internal use, for the term of this Agreement. ASAP Recruit retains ownership and may re-use any Deliverables, provided that such use does not reveal the Subscribers identity or the Subscribers Confidential Information.

Right to Access

Subject to the terms of this Agreement and any and all mutually executed documents incorporating this Agreement and executed by the Subscriber and ASAP Recruit (each, an "Invoice for Subscription Services Form"), ASAP Recruit grants the Subscriber a limited, non-transferable, non-exclusive right to access and use ASAP Recruit's proprietary, ASAP Recruit-hosted software products and certain third-party software licensed to ASAP Recruit ("Software") via a web browser and related documentation as described for the term set forth in an Invoice for Subscription Services Form. The Software is made available to the Subscriber as a hosted service ("Service"). ASAP Recruit will host and retain physical control over the Software and make such computer programs and code available only through the Internet for access, use and operation through a Web-browser (e.g., Internet Explorer). No provision under this Agreement shall obligate ASAP Recruit to deliver or otherwise make available any copies of computer programs or code from the Software, whether in object code or source code form.

Purchased Services

If the Subscriber is a paying subscriber to the Service, this Agreement shall last for the term set forth in an Invoice for Subscription Services Form. At the expiry of this term the Subscriber will be able to choose from a variety of subscription plans, the plan and duration of term which best fits their requirements. All future renewals will have similar flexibility.

In the event of excess usage to the Invoiced Subscription Plan, such as excess users or excess job postings, those resulting additional charges due will be invoiced in arrears and identified within the next due Subscription Renewal.

Non Renewing of Service

This Service Agreement is a payable in advance agreement, renewable unless the Subscriber chooses not to purchase additional system access credits. Upon expiry of Subscriber service credits, ASAP Recruit may, but is not obligated to, delete archived data, but will not do so until seven (7) days after the termination of this Agreement.

Upon expiration of credits ASAP will automatically cease provision and access to the Services by the Subscriber.

ASAP Recruit provides a free downloadable backup/export module which will enable the Subscriber to download a copy of the Subscribers data manually on-demand.

Termination

Termination is not an exclusive remedy and all other remedies will be available whether or not the license granted herein is terminated. Notwithstanding the foregoing, if the Subscriber is dissatisfied with the Service, the materials available on or through the Service, or with any of ASAP Recruit's terms and conditions, the Subscribers sole and exclusive remedy is to discontinue using the Service.

Fair Use Policy

ASAP Recruit operates a Fair Use Policy in connection with data storage enabling reasonable storage in relation to the business practices of any individual Subscriber and revenue we receive for the service. We have a set storage limit of 20 Gigabytes, which should be sufficient to fully accommodate up to 50,000 resumes and the associated applicant data collection for each subscription.

ASAP Recruit is not to be used as a repository for bulk storage from other internet sources. ASAP Recruit reserves the right to charge additional storage fees or suspend accounts if this policy is abused.

ASAP Recruit reserves the right to amend its pricing structure, to establish or modify general practices and limits concerning use of the Service, including without limitation the maximum number of days that Content will be retained by the Service and the maximum disk space that will be allotted on ASAP Recruit's servers on the Subscribers behalf

Data Backup

ASAP Recruit shall use all reasonable endeavours to protect the Subscribers data behind a secure firewall system, to conduct daily data backups, and to store weekly full-system backup in a separate, fire-safe facility. The subscriber is encouraged to download regular backups, daily, of all their data via the system backup functions provided, storing their own data in-house.

Data Import

ASAP Recruit provides a system data backup function enabling a swift free self-service export facility for the Subscribers data, which can provide in PDF format the details of all your applicants, such as all applicant details, name and contacts. Other downloads are also available.

The Subscriber is responsible for the loading of the Subscriber data, its quality and integrity. ASAP Recruit does not as part of this agreement provide a managed data import or data migration service as standard. This should be the responsibility of someone within your company, such as your Administrator.

Passwords

The Subscriber will choose or be given all applicable passwords to use in connection with the Service. The Subscriber is responsible for maintaining the confidentiality of the Subscribers passwords and account (including, if applicable, the passwords and accounts of each user accessing the Service by means of an account established by the Subscriber). Furthermore, the Subscriber is responsible for any and all activities that occur under the Subscribers account (including, if applicable, the accounts of each user accessing the Service by means of an account established by the Subscriber). Each password may be used by one individual named person only. Passwords may not be used concurrently or shared by more than one individual named person.

Security

The Subscriber shall notify ASAP Recruit immediately of any unauthorized use of the Subscribers account (including, if applicable, the passwords and accounts of each user accessing the Service by means of an account established by the Subscriber) or any other breach of security. ASAP Recruit will not be liable for any loss or damage arising from the Subscribers failure to comply with these requirements.

Browser and operating system policy

ASAP Recruit operates in the following browsers Internet Explorer 7 or better and is also configured to handle Internet Explorer 8.

ASAP Recruit requires users to enable session cookies (enabling permanent cookies is recommended), and JavaScript, in the Subscribers browser and assumes the Subscriber is using standard system default settings within in its systems. ASAP Recruit software will not function if the Subscriber system default settings have been modified.

Employment agencies and employment businesses

If the Subscriber is operating as an employment agency or an employment business it is the Subscribers responsibility to ensure that advertisements the Subscriber place via ASAP Recruit to the Subscribers website or any third party job boards comply with the Subscriber obligations under the any Federal Acts relating to the required conduct of employment agencies and employment

businesses. The Subscriber agrees to comply with the Act(s) and these regulations as they affect the conduct of the Subscriber business and the advertisements the Subscriber places on the Subscriber website and these job boards.

Non-exclusive and non-transferable license

ASAP Recruit grants to the Subscriber subject to the terms and conditions of this Service Agreement, an individual, personal, non-sub licensable, non-exclusive and non-transferable license to use ASAP Recruit proprietary Software ("ASAP Recruit Software"), in object code form only, and only in accordance with the applicable end user documentation, if any, and solely in conjunction with this Service Agreement. Neither the Subscriber (and if the Subscriber is a company, none of the Subscribers employees) will, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the ASAP Recruit Software; modify, translate, or create derivative works based on the ASAP Recruit Software; or rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the ASAP Recruit Software; use the ASAP Recruit Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels on the ASAP Recruit Software. Because the ASAP Recruit Software is proprietary, the Subscriber agrees not to publish or disclose to third parties any evaluation of ASAP Recruit Software without ASAP Recruit prior written consent.

The Subscriber acknowledges that ASAP Recruit retains exclusive ownership throughout the world of all ASAP Recruit Software, any portions or copies thereof, and all rights therein.

Joint Venture

Both ASAP Recruit and the Subscriber agree that no joint venture, partnership, employment, or agency relationship exists between The Subscriber and ASAP Recruit as a result of this agreement or use of the Service.

Customer Obligations

The Subscriber will not use the Service in any way for spamming, chain letters, junk mail or distribution lists to contact any person who has not given specific permission to be included in such. The Subscriber agrees not to transmit or permit the Subscribers employees to transmit through the Service any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind. The Subscriber will only use the Service for lawful purposes, in compliance with all applicable laws including, without limitations, copyright, trademark, obscenity and defamation laws. Unlawful activities may include (without limit) storing, distributing or transmitting any unlawful material, attempting to compromise the security of any networked account or site, or making direct threats of physical harm. The Subscriber hereby agrees to defend, indemnify and hold ASAP Recruit harmless against any claim or action that arises from the Subscribers use of the Service in an unlawful manner or in any manner inconsistent with the restrictions and policies stated herein.

Third Party Contractors

The Subscriber may make the Service available for use by third-party contractors used by the Subscriber solely to assist in the Subscribers staffing efforts ("Third-Party Contractor"), within the limits of the usage rights and restrictions set forth in this Agreement and any Invoice for Subscription Services Form and subject to the section below titled "ASAP Recruit Competitors". The Subscriber is responsible for the use of the Service by such Third-Party Contractors, including compliance with each term of this Agreement to the same extent as if the Third-Party Contractor were the Subscribers employee. The Subscriber agrees that any password provided to a Third-Party Contractor will be disabled immediately upon conclusion of such Third-Party Contractor's work for the Subscriber.

ASAP Recruit Competitors

The Subscriber shall not allow employees of competitor software services used within the recruiting, hiring and human resources business sectors access to the ASAP Recruit Services. Nothing in the foregoing paragraph shall be construed to prevent the Subscriber from integrating the Software with software provided by a ASAP Recruit Competitor.

Ethical Hacks

The Subscriber shall not and shall not allow anyone working on the Subscribers behalf to perform any technical security integrity review, penetration test, load test, denial-of-service simulation or vulnerability scan without ASAP Recruit's prior written consent, or attempt to access the data of another ASAP Recruit customer.

The Subscriber shall not and shall not allow anyone working on the Subscribers behalf to use any software tool (such as Robots) designed to automatically emulate the actions of a human user in conjunction with the ASAP Recruit Service. Robots are commonly used for the purpose of data entry, data loading, data migration, load testing, performance testing, performance monitoring, performance measuring and stress testing.

If the Subscriber or anyone working on the Subscribers behalf uses a Robot, or other similar programs, with the ASAP Recruit Service for the purposes listed above or any other purpose, it shall constitute a material breach of this Agreement.

The Subscriber shall indemnify and hold ASAP Recruit harmless without limitation from any damages, losses, claims, costs, expenses or liabilities arising from downtime, production incidents or other technical problems arising during a time period in which the Subscriber is in breach of this provision or as a result of the Subscribers breach of this provision, including without limitation, damages or credits to ASAP Recruit customers arising from downtime and costs, including third party costs, related to the correction of such downtimes, production incidents or other technical problems.

Support

ASAP Recruit shall provide e-mail support between 08:00am and 6:00pm (GMT +10.00) Monday-Friday, except on ASAP Recruit, or its contractors, federal public holidays. ASAP Recruit has no obligation to provide the Subscriber with hard-copy documentation, upgrades, enhancements, modifications, or other support unless specifically contracted for. Support hours provided by ASAP Recruit resellers are pursuant to their normal business hours, which may differ from those of ASAP Recruit or ASAP Recruit contractors.

Billing Information

The Subscriber agrees to provide ASAP Recruit with accurate and complete billing and contact information, including the Subscribers legal name, company name, street address, e-mail address, and telephone number, and to update this information within 30 days of any change to it. If the contact information the Subscriber provides is false or fraudulent, ASAP Recruit reserves the right to terminate the Subscribers access to the Service immediately without liability to the Subscriber and without any obligation to return the Subscribers data.

Fees and Taxes

During the term of this Agreement, the Subscriber agrees to pay ASAP Recruit the fees associated with use of the ASAP Recruit Service reflected in an Invoice for Subscription Services Form.

Fees for standard Subscription Plans will automatically be invoiced 5 days in advance of the expiry of the Subscribers system access credits.

In the event of excess usage to the Invoiced Subscription Plan, such as excess users or excess job postings, those resulting additional charges due will be invoiced in arrears and identified within the next due Subscription Renewal.

Except as otherwise provided, fees are non-refundable, and the number of subscriptions purchased cannot be decreased during the relevant subscription term stated on the Invoice for Subscription Services Form. All payments, fees and other charges payable by the Subscriber to ASAP Recruit under this Agreement are exclusive of all applicable federal, state, local and foreign taxes, levies and assessments.

The Subscriber agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed on the Subscriber or ASAP Recruit arising out of this Agreement, excluding any tax based on ASAP Recruit's net income. If the Subscriber is required by any applicable law to deduct or withhold amounts otherwise payable to ASAP Recruit hereunder, the Subscriber agrees to pay the required amount to the relevant governmental authority and pay to ASAP Recruit, in addition to the payment to which ASAP Recruit is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by ASAP Recruit free and clear of all taxes equals the full amount ASAP Recruit would have received had no such deduction or withholding been required.

Fraudulent or Delinquent Payment

If the Subscriber pays by fraudulent means, ASAP Recruit reserves the right to immediately and permanently terminate the Subscribers access to the Service, with no liability to the Subscriber and no obligation to return the Subscribers data, and possibly seek criminal penalties.

In the event that the Subscriber account is delinquent, ASAP Recruit reserves the right to suspend the Subscribers access to the Service, with no liability to the Subscriber, until such amounts are paid in full. For credit card payments, an account will be considered delinquent if the Subscribers credit card company refuses for any reason to pay the amount billed to it and that amount remains unpaid. The Subscriber agrees that ASAP Recruit may impose a charge to restore archived data from delinquent accounts. Unpaid charges (except those charges under reasonable and good faith dispute) are subject to interest of 2.0% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection

Adjustments

If the Subscriber believes ASAP Recruit has billed the Subscriber incorrectly, the Subscriber must immediately contact ASAP Recruit via email to Admin@ASAPRecruit.com.au, in order to receive an adjustment or credit. The Subscriber agrees to retain complete, clear and accurate records regarding the Subscribers use of the Software and agree to submit to a reasonable audit of this information upon reasonable notice by ASAP Recruit not more than once per calendar year.

Conflict of Terms

In the event of a conflict between this Agreement and any Invoice for Subscription Services Form the Subscriber has executed, the ASAP Recruit Invoice for Subscription Services Form shall be deemed to govern with respect to the duration of the Agreement, fees, invoicing and payment terms, and Services purchased. In all other matters, in the event of a conflict between this Agreement and any Invoice for Subscription Services Form, this Agreement will govern.

Modification to Terms

ASAP Recruit reserves the right to modify the terms and conditions of this Agreement, effective upon posting of an updated version of this Agreement on the Service. The Subscriber is responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute the Subscribers consent to such changes.

Publicity and Marketing

ASAP Recruit would like to consider that by accepting the terms of this Agreement a solid relationship, based on respect, will develop between ASAP Recruit and the Subscriber.

With the approval of the Subscriber, ASAP Recruit would intend to issue a press release announcing the use of the Service by the Subscriber. If use of the Service performs to the Subscribers satisfaction, ASAP Recruit would seek a quote from the primary decision maker and a user of the Service, as well as work with ASAP Recruit to approve, and not unreasonably withhold approval for, a press release. ASAP Recruit would also request the right, at no cost, to reference the Subscriber, along with the Subscribers logo, on the customers section of ASAP Recruit's web site until such time as this agreement is terminated or the Subscriber discontinue use of the Service.

Privacy Policy and Confidentiality

It is ASAP Recruit policy to respect the privacy of its users. ASAP Recruit provides information such as the Subscriber name, address, and credit card number to organisations (such as credit verification and billing services) to ensure that we receive proper payment for our services. ASAP Recruit will not share, rent, sell, or trade personal information (including e-mail addresses) that identifies our customers or users to third parties. ASAP Recruit will not share, rent, sell, or trade data contained in the Subscriber account. However, ASAP Recruit may use this information to contact the Subscriber to ensure that the Subscriber is satisfied with ASAP Recruit products or services, learn about any ideas the Subscriber may have to improve our offerings, call the Subscriber attention to additional offerings or services provided by ASAP Recruit, and communicate other information that ASAP Recruit believes will be useful. In addition, ASAP Recruit may share e-mail address and other information required to ensure that ASAP Recruit channel partners and contractors can provide service and support to the Subscriber. ASAP Recruit may occasionally ask the Subscriber to provide demographic or personal preference data. If the Subscriber elects to provide such data, ASAP Recruit may use them to analyze the characteristics of ASAP Recruit customers and visitors to the ASAP Recruit Web site. ASAP Recruit may also use such data to customise the specific information provided to the Subscriber, or tailor it to better meet the Subscribers needs. ASAP Recruit may share information aggregated from such data with third parties without notifying the Subscriber.

User and Account Data given to us are considered confidential. ASAP Recruit privacy policy is subject only to ASAP Recruit obligation to comply with applicable laws and lawful government requests, to operate its business properly, and to protect its users or itself. ASAP Recruit reserves the right to contact Subscribers of the Service via e-mail or other means to inform them of their account status or changes or alterations to the service, or to inform them about additional offerings or services being provided or contemplated. ASAP Recruit reserves the right at any time to change its privacy policy via update on its website at www.ASAPRecruit.com.au

Links to Third-Party Sites

ASAP Recruit does not endorse any sites on the Internet which are linked through the Service. ASAP Recruit is providing these links to the Subscriber only as a matter of convenience and in no event shall ASAP Recruit or its licensors be responsible for any content, products, or other materials on or available from such sites.

Third-Party Interaction

In the Subscribers use of the Service, the Subscriber may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity are solely between the Subscriber and the applicable third-party. ASAP Recruit and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between the Subscriber and any such third-party

Disclaimer

The service is provided "as is" without warranty of any kind, and ASAP Recruit disclaims all warranties, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose and non-infringement. ASAP Recruit does not represent or warrant that the service will be uninterrupted or error-free. Any material downloaded or otherwise obtained through the use of the service is done at the Subscribers risk and the Subscriber will be solely responsible for any damage to the Subscriber computer system or network, or loss of data that results from the Subscriber use of the service.

Limitation of liability

ASAP Recruit's total liability with respect to the subject matter of this service agreement (including, but not limited to, liability arising out of contract, tort, strict liability, breach of warranty or otherwise), will be limited to the fees paid by the Subscriber to ASAP Recruit for the service under this service agreement in the one month prior to the act of injury that gave rise to the liability. Neither ASAP Recruit nor its licensors shall be liable in any event for loss or inaccuracy of data, loss of profits or revenue, or indirect, special, incidental or consequential damages (including, without limitation, the cost of any substitute procurement), whether or not foreseeable and even if ASAP Recruit has been advised of the possibility of such damages.

Infringement Indemnity

ASAP Recruit shall, at its expense, defend or at its option, settle any claim, action or allegation brought against the Subscriber that the Software or any Deliverable infringes any valid copyright, patent, trade secret, or any other proprietary right of any third party and shall pay any final judgments awarded or settlements entered into; provided that the Subscriber gives prompt written notice to ASAP Recruit of any such claim, action or allegation of infringement and gives ASAP Recruit the authority to proceed as contemplated herein. ASAP Recruit will have the exclusive right to defend any such claim, action or allegation and make settlements thereof at its own discretion, and the Subscriber may not settle or compromise such claim, action or allegation, except with prior written consent of ASAP Recruit.

The Subscriber shall assist and provide information as ASAP Recruit may reasonably require in settling or opposing such claims. In the event any infringement claim, action or allegation is brought or threatened, ASAP Recruit may, at its sole option and expense procure for the Subscriber the right to continue use of the Software or infringing part thereof; or modify or amend the Software or infringing part thereof; or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or terminate this Agreement and refund to the Subscriber the prorated amount of the fees prepaid that were to apply to the remainder of the unexpired term, as calculated from the termination date through the remainder of the unexpired term.

The foregoing obligations will not apply to the extent the infringement arises as a result of any use of the Software in a manner other than as specified in this Agreement; any use of the Software in combination with other products, equipment, devices, software, systems or data not supplied by ASAP Recruit to the extent such claim is directed against such combination; or any alteration, modification or customization of the Software made by any party other than ASAP Recruit or ASAP Recruit's authorized representative if such infringement would not have occurred without such modification or combination.

The above states the entire liability of ASAP Recruit with respect to infringement of any patent, copyright, trade secret or other intellectual property right.

Governing Law

This agreement will be governed by and construed in accordance with the laws of Singapore without regard to the conflict of law's provisions thereof. Each party agrees to submit to the exclusive jurisdiction of the courts located in Singapore and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non convenes or otherwise. In no event shall this agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods.

The Subscriber and ASAP Recruit agree that any cause of action arising out of or related to this Service must commence within three (3) months after the cause of action arose; otherwise, such cause of action is permanently barred. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous or contemporaneous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in writing signed by both parties, except as otherwise provided herein.

Notice

ASAP Recruit may give notice by means of a general notice on the Service, electronic mail to the Subscriber e-mail address on record in ASAP Recruit's account information, or by written communication sent by pre-paid post to the Subscriber address on record in ASAP Recruit's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by pre-paid post) or 12 hours after sending (if sent by email). The Subscriber may give notice to ASAP Recruit (such notice shall be deemed given when received by ASAP Recruit) at any time by any of the following: letter delivered by nationally recognised overnight delivery service or prepaid mail to ASAP Recruit.

Waiver

The failure of ASAP Recruit to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by ASAP Recruit in writing

Survival

Each provision of this Agreement reasonably intended by its terms to survive termination or expiration of this Agreement shall so survive.

Entire Agreement

This Agreement, together with any applicable Invoice for Subscription Services Form, comprises the entire agreement between the Subscriber and ASAP Recruit and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.