

ENVIDA TERMS AND CONDITIONS

PLEASE READ THESE TERMS CAREFULLY BEFORE YOU ACCESS THE ENVIDA PLATFORM. BY ACCESSING THE ENVIDA PLATFORM, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS AND THE PRIVACY NOTICE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS AND THE PRIVACY NOTICE, YOU MUST NOT ACCESS OR USE THE PLATFORM.

Use of the Envida Platform (Platform or Site) is governed by the following Terms and Conditions (Terms), the **privacy notice** and all notices and disclaimers appearing on the Site from time to time.

Information on the Platform, and in any of our publications, should not be regarded as a substitute for legal or financial advice.

SHK Asia Pacific, ABN 25 126 783 588 (SHK), and its related entities, is responsible for maintaining the Platform, and its directors, officers and agents believe that all information contained within them is correct.

However, no warranty is made as to the accuracy or reliability of the information contained therein, and our related entities, directors, officers and agents disclaim all liability and responsibility for any direct or indirect loss or damage that may be suffered by any recipient through relying on anything contained in or omitted from our Platform, Sites or publications.

Modifications

We may, at our sole discretion, revise these Terms from time to time. The most current version of these Terms are made available to you in the Platform. If we make significant or material changes to these Terms, we will notify you via the Platform or your account by posting reasonable notice of the changes.

By continuing to access or use the Platform after such changes become effective, you agree to be bound by the revised Terms. If you do not agree to the revised Terms, you must not access or use the Platform thereafter.

Third-party links

The Platform may include links to websites and videos operated by third parties. Those third-party websites do not form part of our Sites and are not under the control or the responsibility of us or our related entities. When you access the links to those websites, you leave our Platform and do so entirely at your own risk.

A. User terms and conditions

Use Rights

To access the Platform, you must first register for an account using the registration information issued by your Envida Career Coach, or current/former employer.

The registered user agrees to the following terms and conditions:

1. You may not access the Platform using someone else's credentials
2. You must take reasonable care in protecting the confidentiality of information used to access your account including username and password
3. You are responsible for any and all user activity on your account
4. You may only use the Platform and its content for your personal use
5. We reserve the right to disable your user account if you are in breach of these the Terms and Conditions or are engaged in any conduct we reasonably consider may expose us to any liability or otherwise cause damage or harm our platform or business.

B. General terms and conditions

The following terms and conditions apply generally to all users or visitors to the Platform or Site:

1. All content appearing on the Platform (including but not limited to text/copy, images, videos, and audio) is exclusively the property of SHK Asia Pacific Pty Ltd or its licensors and is protected by copyright laws, including the *Copyright Act 1968 (Cth)* and under international treaties.
2. To the full extent permitted by law:
 - The content appearing on the Platform and the services provided by us under or in connection with the Platform is provided "as is" and without warranties of any kind, whether express or implied
 - We limit our liability to you in connection with our service to: supplying the relevant service again; or payment of the cost of having the relevant service supplied again
 - We will not be liable under any circumstances for any loss of profits, indirect, consequential or incidental loss, damage or injury in connection with the Platform.
3. We will not be liable for:
 - Any downtime, interruption to or inability to access the Platform
 - Any inability to log on or access your online account
 - Any delay or failure in material being posted, archived, restored from archive, or taken down or any change to the details or content of such material being made
 - Any matter, circumstance or thing beyond our control (including, without limitation, interruption to or failure of the power supply, our IT systems or those of our IT or communications provider, strikes, lock-outs, or acts of God).
4. Nothing in the Terms and Conditions will exclude, restrict or modify any rights or remedies that you may have under any applicable Commonwealth, State or Territory legislation which under such legislation cannot be excluded, restricted or modified by agreement.

5. Your use of the Platform and all of our legal notices will be governed by and construed in accordance with the laws of Victoria, Australia and by using the Platform you irrevocably and unconditionally submit to the jurisdiction of the courts of that state.
6. Any provision of the Terms and Conditions that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be severed from the Terms and Conditions without invalidating the remaining provisions of the Terms and Conditions or affecting such provision in any other jurisdiction
7. You warrant that in accessing or visiting the Platform or any user account, you will not introduce any virus or other malicious harmful or destructive code, or use the Platform for any purpose that is illegal or unauthorised
8. Further information regarding the collection and use of personal information including cookies is set out in our **privacy notice**, which forms part of the Terms and Conditions.

Termination

If you violate these Terms, or any applicable laws, you may be prohibited from further use of the Platform or Envida content. SHK Asia Pacific may suspend or terminate your access to the Platform at any time in its sole discretion for any reason.