

# Terms & Conditions

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Users are prohibited from violating or attempting to violate the security of any client Site including, without limitation, (a) accessing data not intended for such user or logging into a server or account which the user is not authorised to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation, (c)

attempting to interfere with service to any user, host or network including, without limitation, via means of submitting a virus to any client Site, overloading, "flooding", "spamming", "mailbombing" or "crashing", or (d) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. orionjobs.com will investigate occurrences which may involve such violations and may involve, and co-operate with, law enforcement authorities in prosecuting users who are involved in such violations.

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- ☐ Posting a CV which includes any contact details, whether it be of the candidate whom the CV relates to, a referee to the candidate, a previous or current employer; or including any names, companies or organisations which the candidate could be realistically contacted through.
- ☐ Posting any franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement or other business opportunity which requires an up front or periodic payment, pays commissions only (no significant salary), requires recruitment of other members, sub-distributors or sub-agents.
- ☐ Using the orionjobs.com CV database for any purpose other than as an employer seeking employees for specific live jobs including, but not limited to, using the information in the CV database to sell or promote any products or services or to source people to join a franchise, pyramid scheme, "club membership", distributorship or sales representative agency arrangement or other business opportunity requires an up front or periodic payment, pays commissions only (no significant salary), requires recruitment of other members, sub-distributors or sub-agents or to register with other job boards or CV Databases.
- ☐ Sending unsolicited mail, email or sms/txt messages, making unsolicited phone calls or sending unsolicited faxes regarding promotions and/or advertising of products or services to a user of a orionjobs.com Site.
- ☐ Deleting or revising any material posted by any other person or entity.
- ☐ Using any device, software or routine to interfere or attempt to interfere with the proper working of any orionjobs.com Site or any activity being conducted on this Web Site.
- ☐ Taking any action which imposes an unreasonable or disproportionately large load on any orionjobs.com Site's infrastructure.
- ☐ If you have a password allowing access to a non-public area of this Web Site, disclosing to or sharing your password with any third parties or using your password for any unauthorised purpose.
- ☐ Notwithstanding anything to the contrary contained herein, using or attempting to use any engine, software, tool, agent or other device or mechanism including, without limitation,

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- ☐ Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of any client Site.
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- ☐ Posting jobs which require the applicant to provide information relation to his/her (i) racial or ethnic origin (ii) political beliefs (iii) philosophical or religious beliefs (iv) membership of a trade union (v) physical or mental health (vi) sexual life (vii) the commission of criminal offences or proceedings or (viii) age.

## **User Information**

When you register for the Web Site, you will be asked to provide orionjobs.com with certain information including, without limitation, a valid email address (your "Information"). In addition to the terms and conditions that may be set forth in any privacy policy on this Web Site, you understand and agree that orionjobs.com may disclose to third parties, on an anonymous basis, certain aggregate information contained in your registration application. orionjobs.com will not disclose to any third party your name, address, email address or telephone number without your prior consent, except to the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant. orionjobs.com reserves the right to offer third party services and products to you based on the preferences that you identify in your registration and at any time thereafter; such offers may be made by orionjobs.com or by third parties. Please see orionjobs.com's Privacy Policy for further details regarding your Information.

## **User Submissions**

As a user, you are responsible for your own communications and are responsible for the consequences of their posting. You must not, and by using any orionjobs.com Site you agree not to, do the following things:

- ☐ Post material that is copyrighted unless you are the copyright owner or have the permission of the copyright owner to post it,
- ☐ Post material that reveals trade secrets unless you own them or have the permission of the owner;
- ☐ Post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others;
- ☐ Post material that is obscene, offensive, vulgar, defamatory, threatening, harassing, abusive, hateful, racist, sexist, discriminatory, of a menacing character or embarrassing, or which may cause annoyance, anxiety or inconvenience to another user or any other person or entity;
- ☐ Post a sexually-explicit image or statement;
- ☐ Post advertisements or solicitations of business;
- ☐ Post chain letters, pyramid schemes or impersonate another person;

- ☐ Post material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

Not adhering to the above points may, without prior notification to the poster, result in the removal of such postings. If fees have been paid to client for the placing of such postings, these fees will be non-refundable.

The Client shall include in the job description the following information:

- ☐ Any qualifications and/or authorisations required by law or any or by any relevant professional body;
- ☐ If the rate of pay is included, the job description must also include the nature of the work, the location, minimum experience, training and/or qualifications required in order for an Applicant to receive such rate of pay; and/or
- ☐ Where the Client is employment agency or employment business, it must state in which capacity it is acting in relation to the vacancy.

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- ☐ A description of the copyrighted work you claim has been infringed and a description of the activity that You claim to be infringing;
- ☐ Identification of the URL or other specific location on this Web Site where the material or activity you claim to be infringing is located or is occurring; You must include enough information to allow us to locate the material or the activity;
- ☐ Your name, address, telephone number and, if you have one, your email address;
- ☐ A statement by you that you have a good faith belief that use on the Web Site of the copyrighted work in the manner you are complaining of is not authorised by the copyright owner, any agent of the copyright owner or the law; and
- ☐ A statement by you, made under penalty of perjury, that the information you have provided in your notice is accurate and that you are either the copyright owner or are authorised to act on behalf of the copyright owner.

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orionjobs.com is unable to verify or authenticate any information you submit to the Web Site registration or other orionjobs.com Site registration.

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