

Myindustry Hub User Terms

Welcome to MyIndustry Hub, the revolutionary platform crafted for career growth and unlocking your potential. With industry-specific networking, tailored learning, and job opportunities, it's your all-in-one solution for talent development and career advancement. This website (**Site**) is owned by LinkEffect Limited (referred to on this Site as **we**, **our** or **us**).

These user terms set out a basis on which you may access and use the site. We recommend you read them thoroughly and print off a copy for future reference. We also suggest you check these terms regularly for any updates.

These terms are split into separate sections; they begin with the “general” terms that apply to any user of this site. After the general terms, there are specific terms for the following categories of users:

- (a) Individual/Participant
- (b) Organisation

This is to ensure our terms cater to the different needs of all users.

GENERAL TERMS

Acknowledgment of terms

1. Your use of this Site is governed by these terms. By registering on this Site you agree to be bound by these terms (as amended from time to time).
2. These terms are in effect from 1st June 2024.

Description of services

3. Myindustry Hub provides users of the Services with a variety of online services, including but not limited to:
 - (a) An online community: an online network founded to help users develop their professional work, to connect with other career explorers and businesses and to advance their careers.
 - (b) Jobs: a directory of job opportunities available to users. These opportunities are advertised by Organisation users and can be tailored to meet the specific needs of employees.
 - (c) Events: a platform where event organisers can create, advertise, and promote their online or offline events.
 - (d) Hub: a white-labelled feature of Myindustry Hub that allows organisations to create fully customized spaces tailored to their needs, fostering growth, engagement, and collaboration.

Registration

4. In order to access and use this Site, you need to complete a registration process on the Site. If you do not provide all of the information requested, you will not be able to complete the registration process.
5. We reserve the right to refuse to register any person or organisation, at our absolute discretion.
6. We reserve the right to suspend or terminate your registration on this Site, at any time. We will have no liability to you for any such suspension or termination.
7. By registering, you consent to receiving electronic communications from us and from any person or entity you connect with or otherwise share your information with through the Site. You may withdraw this consent at any time by notice to us, but if you do this you may not be able to access or use all of the functionality of the Site.

Your Obligations

8. You must provide true, current and complete information in your dealings with us (including when registering), and must promptly update that information as required so that the information remains true, current and complete.
9. You agree to comply with our Rules of Conduct, as set out on the Site.
10. You agree to immediately notify us of any unauthorized use of the Site or any other breach of security that you know or suspect.
11. You must keep your username and password secure and:
 - (a) not permit any other person to use your username and password, including not disclosing or providing it to any other person; and
 - (b) immediately notify us if you become aware of any unauthorised use or disclosure of your username and password, by sending an email to support@myindustryhub.com
12. You agree that you are solely responsible for any use of this Site by any person using your username and password and you agree to indemnify us against any claims arising out of your failure to maintain the confidentiality of your username or password. You agree to not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity. We will not be liable for any loss that you may incur as a result of someone else using your account (whether with or without your knowledge).
13. You must:
 - (a) not act in a way, or use or introduce anything (including any virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature) that in any way compromises, or may compromise, the Site or otherwise attempt to damage or interfere with the Site; and
 - (b) not use data mining, robots, screen scraping, or similar automated data gathering, extraction or publication tools on this Site (including without limitation for the purposes of establishing, maintaining, advancing or reproducing information contained on our Site on your own site or in any other publication).

14. You agree that information contained on this Site is for personal use only and may not be sold, redistributed or used for any commercial purpose (this includes but is not limited to the use of advertiser contact details for unsolicited commercial correspondence). You may download material from this Site for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices.
15. You may not modify, copy, reproduce, republish, upload, post, transmit or distribute in any way any material from this Site including code and software. You must not use this Site for any purpose that is unlawful or prohibited by these terms of use.
16. You acknowledge and agree that information contain on the Site is not intended to be relied on by you as professional advice and we do not warrant or represent that any such information is correct or complete at any time.
17. In no event will we be liable to you or anyone else for any decision made or action taken by you or anyone else in reliance upon any information contained on or omitted from the Site.

User-Supplied Content

18. This Site enables you to submit information and content for the purpose of creating posts, job advertisements, events, information portals or otherwise. By creating, modifying, transmitting, uploading, or submitting any user content, you:
 - (a) grant to us a non-exclusive, royalty-free, fully paid-up, worldwide, perpetual, irrevocable licence to publicly display and make your user content available, excluding personal details (by all means and in any media) to other users of this Site and other users of our services in such manner as we may permit from time to time; and
 - (b) acknowledge and agree that no royalties or other remuneration will be paid or payable to you for your user content, or for the granting of the rights described above. We have no obligation to you to make this Site or any user content available. We may at any time edit, refuse to display, or remove any part of this Site (including your user content) as we deem appropriate.
19. We are not responsible for material submitted to us or posted to the site by users of the site.

Third Party Services/Sites

20. Third party providers (including Service Providers and Organisations) may offer services to you through this Site. We do not have any responsibility for the provision of those services, and do not guarantee any outcomes from you obtaining those services.
21. This Site may contain links to third party sites. These sites have not been prepared by and are not controlled by us. We do not check, endorse or approve any third party sites this Site links to.

Intellectual Property

22. All intellectual property on this Site, including the text, graphics and copyright works, is owned by us (or our relevant content supplier). We are the exclusive owner of all rights in the compilation, design and layout of this Site.

Liability

23. To the extent permitted by law, we will have no liability or responsibility to you or any other person for any loss suffered by you in connection with:
- (a) the Site being unavailable (in whole or in part) or performing slowly;
 - (b) any error in, or omission from, any information made available through the Site;
 - (c) any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use the Site. To avoid doubt, you are responsible for ensuring the process by which you access and use the Site protects you from this; and
 - (d) any site linked from the Site. Any link on the Site to other sites does not imply any endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators.
 - (e) Although we endeavour to prevent the introduction of viruses or other malicious code (together, 'Malicious Code') to this Site, we do not guarantee or warrant that this Site, or any data available from it, does not contain Malicious Code. We will not be liable for any damages or harm attributable to Malicious Code. You are responsible for ensuring that the process that you employ for accessing this Site does not expose your computer system to the risk of interference or damage from Malicious Code.
24. Although we endeavour to protect the security of your personal information you acknowledge that there is a risk of unauthorised access to (or alteration of) your transmissions or data or of the information contained on your computer system or on this Site. We do not accept responsibility or liability of any nature for any losses that you may sustain as a result of such unauthorized access or alteration. All information transmitted to you or from you is transmitted at your risk, and you assume all responsibility and risks arising in relation to your use of this Site and the internet. We do not accept responsibility for any interference or damage to your own computer system which may arise in connection with your accessing of this Site or any outbound hyperlink.
25. To the extent permitted by law:
- (a) all warranties, representations and guarantees (whether express, implied or statutory) are excluded, including without limit, suitability, fitness for purpose, accuracy or completeness of this Site or the content on or accessed through it; and
 - (b) we will not be liable for any damage, loss or expenses, or indirect losses or consequential damages of any kind, suffered or incurred by you in connection with your access to or use of this Site or the content on or accessed through it.
26. Although we have tried to ensure the content on this Site is current, accurate and complete, we do not guarantee that such content will be current, accurate or complete when you access it. We will take action, within a reasonable time, to correct any error or inaccuracy which is brought to our attention.

27. You acknowledge that this Site may not always be available or some of the functions on this Site may be temporarily unavailable and that we will not be liable to you in respect of any inability to access or use this Site at any time.

Privacy Policy

28. The Privacy Policy available on our Site governs the collection, use and disclosure of your personal information by us. The Privacy Policy forms a part of these terms.

Jurisdiction and Governing Law

29. This Site and its content have been prepared in accordance with the requirements of New Zealand law. These terms and any matters or disputes connected with this Site will be governed by New Zealand Law and will be dealt with by the New Zealand courts.

Amendments

30. We may amend these terms from time to time, by email or by posting a notice on the Site which is able to be accessed by you. By continuing to use this Site after any such amendment takes effect, you are deemed to have agreed to the amended terms.

Contact

31. If we need to contact you or provide you with any notices under these terms, we may do so by email or by posting a notice on the Site which is able to be accessed by you.
32. You may contact us at any time by email at support@myindustryhub.com

SPECIFIC TERMS FOR USERS

FOR INDIVIDIGUAL/PARTICIPANT

The following terms only apply if you opt in to be a “INDIVIDIGUAL” user

33. By registering as a Individual user you agree to the general terms, the specific terms to Individual users, and agree to any other or future terms we apply to Individual users, including those we upload on the Site.
34. You will have the option of sharing some or all of your personal information, which may include your age, current employment status, and the education and training you are interested in, with the following:
- (a) Mentors, who will be entitled to use that information to provide you with support and guidance for case management and other related purposes.
 - (b) Service Providers, who may use that information to offer services to you, some of which you may have to pay for. You will not be obliged to agree to take any of these services from any Service Providers.
 - (c) Businesses/Organisations, who may use that information to offer employment and training opportunities to you. You will not be obliged to accept any such offers which are made to you.

35. You will be able to access and update your information on the Site at any time, including the information that you have chosen to share with any of the above.

We do not endorse or recommend any of the jobs, events, service providers, businesses, schools, organisations or opportunities which are advertised or otherwise referred to on the Site. It is solely your responsibility to evaluate any such offers or opportunities, and we recommend you seek the advice of someone you trust before agreeing to any offer which is made to you from one of these organisations.

Fees

36. We will not charge you any fees for accessing and using the Site and the resources on the Site. You may be charged fees for accessing services from third parties which are advertised or promoted through this Site, and we may receive a payment from such third parties in relation to your use of those services.

FOR ORGANISATION USERS

The following terms only apply if you opt in to be a “Organisation” user

37. By registering as a Organisation user you agree to the general terms, the specific terms to Organisation users, and agree to any other or future terms we apply to Organisations, including those we upload on the Site.

Advertising and Connecting on the Site

38. Once you have successfully set up your organisation page, you will be offered options for promoting your Organisation and potential employment, Hubs, internship and training opportunities to Individuals who have registered on the Site. This may involve connecting with Individuals who choose to connect with you, or receiving contact information from Individuals who choose to provide this information to you.
39. Where you post content which advertises job or other opportunities on our Site, you warrant and represent as follows:
- (a) your content is true, accurate, current, complete and refers to genuine opportunities;
 - (b) your content complies with all laws and regulations applicable to advertisements in your jurisdiction.
 - (c) you will regularly check your content on our Site to ensure it complies with the warranties and representations set out in these Terms; and
 - (d) you will take down or cancel the relevant advertisement through the platform immediately if that advertisement is withdrawn or the relevant post fulfilled, or if any other part of the content becomes inaccurate or non-current.
40. Job advertisements will remain on our site for a period of [60] days. We will take down any advertisements after this period unless you inform us that you wish to extend the advertisement.
41. It is your obligation to take down or cancel the relevant job advertisement if a job opportunity has been withdrawn or is accepted by a job candidate from Myindustry Hub or another site.
42. Any agreement you reach with a Individual or any other person using this Site will be between you and that other person, and we will not be a party to that agreement or liable to any person in respect of that agreement. You agree to not make any contrary representation to any person.

43. We will not have any liability to you in relation to any outcomes achieved (or not achieved) by you in using the Site for the purposes contemplated by these terms of use or as otherwise set out on the Site itself.

Fees

44. The fees payable by you for accessing and using the Site will be as set out on the Site from time to time, or as otherwise agreed with us in writing. Any fees paid or payable by you will not be refundable under any circumstances.
45. We reserve the right to adjust our fees and/or the way in which our fees are calculated on not less than 7 days' notice to you.

Blocking and Removal

46. Notwithstanding that we have no legal or other obligation to monitor any of the user content or user provided information that is uploaded or otherwise made available via the Site, we have the right to monitor and block, remove or delete any content or information on the Site (including user provided content or information) at any time, and to limit or restrict access to any content on the Site (including user provided content or information), for any reason and without liability if at our absolute and sole discretion we believe that such content infringes or may infringe the rights of any third party, or has been uploaded in breach of these terms or applicable law, or is otherwise unacceptable in our absolute discretion.