

DTS Terms and conditions

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In no event will DTS 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.

4. NO GUARANTEES OF JOB VACANCY TO JOB SEEKERS

DTS gives no guarantee to you of the continued availability of any particular job advertised on the Site and will not be liable to you should an advertiser have filled the vacancy at any time prior to removal of the advertisement from the Site.

Whilst DTS takes efforts to ensure that jobs advertised are for actual job vacancies, it gives no guarantee to you that every job advertisement represents an actual job vacancy.

5 NO GUARANTEES OR ENDORSEMENTS OF SITES OR SERVICES WE LINK TO OR THAT LINK TO US

DTS provides links and pointers to Internet sites maintained by third parties from its Site. Such linked sites are not under the control of DTS and DTS is not responsible for the contents (including the accuracy, legality or decency) of any linked site or any link contained in a linked site. DTS is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by DTS of the linked site. DTS is not responsible for the copyright compliance of any linked site. DTS will not be liable for any damages or loss arising in any way out of or in connection with or incidental to any information or third party service provided by any third party.

6. NO GUARANTEES AS TO THE SERVICE

DTS provides no warranty to you that the services generally available through its Site will be uninterrupted or error-free or that defects in the service will be corrected. You also understand that DTS cannot and does not guarantee or warrant to you that files available for downloading through the Site or delivered via electronic mail through the Site will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Site for the reconstruction of any lost data.

7. OUR RIGHTS TO USE INFORMATION YOU SEND US

DTS welcomes ideas and feedback from you about all aspects of the Site. You agree that DTS may reproduce, distribute, transmit, create derivative works of, and publicly display any materials and other information (including ideas for new or improved products and services) that you submit to any public areas of the Site (such as bulletin boards, forums and newsgroups) or by email to DTS. (Please read our [privacy policy](#) for more information as to how we deal with information you send to us.)

8. NO GUARANTEE AS TO SECURITY OF YOUR INFORMATION

While DTS takes all due care in ensuring the privacy and integrity of the information you provide, the possibility exists that this information could be unlawfully observed by a third party while in transit over the Internet or while stored on DTS systems or on DTS's Site. DTS disclaims all liability to you to the greatest extent possible pursuant to law should this occur.

9. YOUR RESPONSIBILITY FOR YOUR PASSWORD AND LOGIN

To become a registered user, we must provide a password and a login code. You are entirely responsible if you do not maintain the confidentiality of your password and login code. Furthermore, you are entirely responsible for any and all activities that occur under your login name. You may change your password or login at any time by following instructions; you may also delete services attached to your registration at your convenience.

You agree to immediately notify DTS of any unauthorized use of your login name or any other breach of security known to you.

10. NO MISREPRESENTATIONS ALLOWED

You agree that it is a condition on your use of the DTS facility and of any other services provided by DTS or through the Site that you will not either through any act (including but not limited to using information from the DTS site) or omission, mislead or deceive others.

11. GENERAL PROVISIONS

- a. DTS will be under no liability to users in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of services supplied by DTS.
- b. DTS will not be liable for any damages (including direct, indirect, consequential, incidental and exemplary) in the event that this site is unavailable to users (by virtue of interruption, suspension or termination) for any reason, including due to computer or communications link downtime attributable to malfunction, upgrades or preventative or remedial maintenance activities.
- c. DTS will not be liable for any loss caused by a failure to complete an application.
- d. Users of the sit expressly acknowledge that any use of information gained from information appearing on this site will be at the candidates own risk as DTS accepts no liability for the accuracy or reliability of information contained within those notices.
- e. DTS accepts no liability whatsoever for the misuse of users' passwords and log in codes.
- f. These terms and conditions are subject to warranties and liabilities that cannot by law be disclaimed and DTS's liability for any breach of a condition in relation to supply by it of services to users is limited to, at DTS's option, supply of the services again, or the payment of the cost of supplying the services again.
- g. All intellectual property on the DTS site belongs to DTS or its licensors, and users obtain no interest in that property.
- h. Users warrant that all information they provide on the site is accurate, does not breach any law or the rights of any person. Users must not impersonate any person or entity or falsely state or otherwise misrepresent their affiliation with a person or entity or forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting.
- i. Users acknowledge that DTS may use all intellectual property in material provided by users throughout the world without restriction free of charge.
- j. Users agree to be bound by these terms and conditions.
- k. These terms and conditions are subject to change at the sole discretion of DTS.
- l. Users acknowledge that all correspondence concluded on the DTS site and all activities of DTS are made and concluded in Queensland.
- m. These terms and conditions shall be governed by the laws of the state of Queensland. The parties agree to submit to the exclusive jurisdiction of the courts exercising jurisdiction there.
- n. Users warrant that all information they provide on the site is accurate, does not breach any law or the rights of any person. Users acknowledge that DTS may use all intellectual property in material provided by Users throughout the world without restriction, free of charge.

- o. DTS will not be liable for any damages (including direct, indirect, consequential, incidental and exemplary):
 - i. if a Users is not given, or does not obtain satisfaction from a job for any reason;
 - ii. if there is any deficiency or inaccuracy in the site attributable to a lack of maintenance of the site;
 - iii. in relation to a notice not appearing according to instructions; or
 - iiii. in respect to services supplied by DTS under these terms and conditions.
- q. Users warrant that they have not relied on any representation made by DTS which has not been expressly stated in these terms and conditions, or upon any descriptions, illustrations or specifications contained in any document including publicity material produced by DTS.
- r. On lodging material with DTS for publication on its site, users indemnify DTS and its officers, employees and agents against any claim, demand, injury, direct or indirect damage, loss or cost, liability, right of action or claim for compensation in contract, under statute or in tort (including negligence) made against or suffered by any of those indemnified arising, in whole or in part, as a result of:
 - i. the publication of the notice or
 - ii. any activity that is expressed in these terms and conditions to be the responsibility of the user or recruiter; or
 - iii. a breach of these terms and conditions.
- s. Without limiting the application of paragraphs, users shall indemnify DTS, its officers, employees and agents in relation to defamation, liable, slander of title, infringement of copyright, infringement of trademarks or names of publication titles, unfair competition, breach of Trade Practices or Fair Trading legislation, violations of rights of privacy, confidential information, licences, loyalty rights or other intellectual property rights.
- t. Fees payable under this agreement are exclusive of GST (as that term of Goods and Services Tax Act 1999).

12. GENERAL PROVISIONS

If DTS acknowledges a judicial court ruling that any part of this agreement is invalid, that part shall be severed from this agreement. The remainder of this agreement will then continue to be valid and enforceable.

Termination of this agreement will not end those provisions that are capable of surviving the ending of this agreement.

The laws governing this agreement will be the laws in Queensland, Australia and you irrevocably submit to the exclusive jurisdiction of its Courts and its Appellate Courts and the jurisdiction of the Federal Court of Australia sitting in Queensland

For the purposes of this agreement the words "DTS", "DTS Pty Ltd", "We", "Our" and "Us" refer to DTS Corporation Pty Ltd and "Site" to materials delivered on www.dtsmanagement.com.au and other co-branded versions of the site