

ENVIDA TERMS AND CONDITIONS

ENVIDA PLATFORM 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 ENVIDA PLATFORM.

Background

SHK Asia Pacific (ABN 25 126 783 588) (**envida**) and its related bodies corporate is responsible for maintaining the envida Platform (**Platform**).

Use of the Platform (**Platform**) is governed by:

- these 'envida Platform Terms and Conditions for Coaches and Program Participants' (**Terms**);
- envida's Privacy Policy (accessible at envida.au) as updated from time to time (**Privacy Policy**); and
- all notices and disclaimers appearing on the Platform from time to time.

The parts of the Platform that you are given access to will depend on the purpose for which you use the Platform (eg, whether you are providing or accessing coaching programs and services).

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

To the extent permitted by law, no warranty is made as to the accuracy or reliability of the information contained in our Platform, our website or publications, and envida's and its related bodies corporate, 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, our website 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 Platform 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 the Platform 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 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:

1. Excluding any content provided by Coaches, all content appearing on the Platform (including but not limited to text/copy, images, videos, and audio) is exclusively the property of envida 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 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 that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be severed from the Terms without invalidating the remaining provisions of the Terms 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.

C. Collection and use of personal information

envida collects personal information about you in order to provide you with the Platform and for purposes otherwise set out in our Privacy Notice, which is accessible at envida.au.

The information you provide will be collected by or on behalf of envida and may be disclosed to third parties that help envida deliver its services (including its employees, related bodies corporate, third party suppliers and service providers, and business partners) or as required by law. If this information is not collected by envida or if you do not provide this information, envida may not be able to provide all services to you and you may not be able to access or use parts or all of the Platform.

envida may disclose your personal information to recipients that are located outside of Australia, including to cloud-based servers located in the United States of America (USA).

The Privacy Notice explains: (i) how envida and its related bodies corporate collect, store and use your personal information, (ii) how you may access and correct your personal information (including cookies), (iii) how you can lodge a complaint regarding the handling of your personal information or a breach of the Australian Privacy Principles, and (iv) how envida will handle any complaint.

If you would like any further information about envida's privacy policies or practices, please email envida.support@shk.com.au. By providing your personal information to envida, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

D. Terms and Conditions for Career Studio (Powered by AI)

By accessing or using this AI Service ("Career Studio"), you agree to be bound by these Terms and Conditions. Please read them carefully, as they relate to your data privacy and the use of Artificial Intelligence.

1. Scope of Service

The Service provides AI-driven career assistance, including but not limited to:

- **CV Analysis & Generation:** Processing uploaded documents to extract professional history.
- **Voice/Call Interactions:** Real-time AI voice processing for mock interviews or coaching.
- **Data Synthesis:** Using Large Language Models (LLMs) to provide feedback and career suggestions.

2. Personal Data & CV Uploads

- **Ownership:** You retain all ownership rights to the original content of your CV.
- **License to Process:** By uploading your CV, you grant the Service a temporary, non-exclusive license to process, parse, and analyse your data solely to provide the requested AI output.
- **Accuracy:** You are responsible for the accuracy of the information provided. The AI generates content based on your input; we do not verify the truthfulness of your professional history.

3. Voice & Call Recording

- **Consent to Record:** By initiating a call or voice interaction, you provide express consent for the Service to record, transcribe, and analyse your voice input.
- **Biometric Data:** We do not use your voice for biometric identification. Voice data is processed purely for natural language understanding and feedback generation.
- **Transcription:** Transcripts of calls may be stored to improve your personal user profile and provide "Context, Action, Result, Reflection" (CARR) feedback.

4. AI Limitations & "Hallucinations"

- **Nature of AI:** You acknowledge that the Service utilises generative AI. While we strive for accuracy, AI may occasionally produce "hallucinations"—information that is factually incorrect or illogical.
- **No Professional Guarantee:** The AI's feedback does not guarantee employment, successful interviews, or specific career outcomes. All AI-generated advice should be reviewed by a human professional.

5. Data Privacy & Security

- **Third-Party Processing:** To provide the Service, your data (text and voice) may be processed by third-party AI providers (ElevenLabs). This data is transmitted securely and is subject to their respective privacy safeguards.
- **Data Retention:** We retain your CV and call logs only as long as necessary to provide the Service or as required by law (e.g., Australia's Personal Data Protection Decree where applicable).
- **No Sale of Data:** We do not sell your personal professional data or voice recordings to third-party advertisers.

6. Prohibited Conduct

You agree not to:

- Upload CVs containing malicious code or "prompt injection" attempts.
- Use the voice service to record third parties without their consent.
- Use the AI to generate fraudulent credentials or impersonate others.

7. Disclaimer of Warranties

The Service is provided **"as is."** We disclaim all warranties, express or implied, regarding the reliability of the AI-generated CVs or the stability of voice-to-voice interactions.

Termination

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