

ENVIDA PLATFORM TERMS AND CONDITIONS

24 August 2026

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 are responsible for maintaining the envida Platform (**Platform**). In these envida Platform Terms and Conditions, 'us', 'we' or 'our' refers to envida and its related bodies corporate.

Use of the Platform is governed by:

- these 'envida Platform Terms and Conditions' (**Terms**);
- envida's Privacy Notice (accessible at www.envida.au) as updated from time to time (**Privacy Notice**); 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, or accessing the Platform directly).

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 and its related bodies corporate (and their respective 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 is 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 to you by envida, your envida Career Coach, or your current/former employer.

You agree 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 Platform account, including username and password.
3. You are responsible for any and all user activity on your Platform account.
4. You may only use the Platform and its content for your personal use.
5. We reserve the right to disable your Platform account if you are in breach of these Terms or are engaged in any conduct we reasonably consider may expose us to any liability or otherwise cause damage or harm to 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 or uploaded by you, 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. If permitted by us, you may upload information or material to the Platform. If you do so, you must ensure that you have all necessary rights (or appropriate licences or permissions) to upload that information or material to the Platform. We are not responsible for the accuracy of any information or material you upload.
3. To the full extent permitted by law:
 - (a) 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;
 - (b) envida's total aggregate liability arising out of or in connection with these Terms or the Platform, whether in contract, statute, regulation, tort (including negligence) or similar will be limited to (at envida's election):
 - (i) supplying the relevant service again; or
 - (ii) payment of the reasonable cost of having the relevant service supplied again; and
 - (c) we will not be liable under any circumstances for any damages, costs or compensation, loss of profits, indirect, consequential or incidental loss, damage or injury in connection with the Platform, except to the extent such loss is caused by envida's negligence, wilful misconduct, or breach of these Terms.
4. To the full extent permitted by law, we will not be liable for any:
 - (a) downtime or interruption to the Platform;
 - (b) inability to log onto or access your Platform account.

- (c) 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; or
 - (d) 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).
5. Nothing in the Terms will exclude, restrict or modify any rights or remedies, or any guarantee, warranty or other term or condition that you may have under any applicable Australian Commonwealth, State or Territory legislation which under such legislation cannot be excluded, restricted or modified by agreement.
 6. Notwithstanding any other provision of these Terms, neither party's liability will extend to any indirect, incidental, special or consequential losses, damages, exemplary or punitive damages, business interruption, or loss of goodwill, arising out of or in connection with these Terms or the Platform, even if advised of the possibility of such loss.
 7. 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.
 8. 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.
 9. 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 may collect your personal information directly from you or from third-parties through the following means:

- as provided to us by the organisation that referred you to our services;
- when you communicate with us directly;
- when you share information with us from other services or websites; or
- when you interact with the Platform, our sites, services, content or advertising.

envida collects personal information about you in order to provide you with the Platform and for purposes otherwise set out in our [Privacy Notice](#).

The personal information 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 to envida, 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, (iii) how you can lodge a complaint with us 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 Notice and these Terms.

D. Use of Artificial Intelligence in the Platform

1. AI-Assisted Features

Certain features offered by the Platform will involve the use of artificial intelligence (**AI Features**). These include, but are not limited to:

- (a) **CV Analysis & Generation:** Processing uploaded documents to extract professional history.
- (b) **Voice/Call Interactions:** Real-time AI voice processing for mock interviews or coaching.
- (c) **Data Synthesis:** Using 'Large Language Models' to provide feedback and career suggestions.
- (d) **Interview Preparation & Coaching:** Generating interview questions, facilitating mock interviews, providing interview feedback, analysing responses, and offering coaching to support interview readiness.
- (e) **Application Tailoring:** Assisting users to tailor resumes, cover letters, LinkedIn profiles, and other application materials to align with specific job opportunities and role requirements.

We may add, remove, or change any AI Features (or substitute the third-party AI providers used to deliver them), from time to time.

2. Nature of AI-Generated Output

In accessing any out our AI Features, you acknowledge the following:

- (a) **AI Output:** Any output generated by an AI Feature (eg, CV content, interview feedback, transcripts, career suggestions) (**AI Output**) may be inaccurate, illogical, incomplete or unsuitable for your circumstances.
- (b) **No guarantee:** AI Output is provided to assist and inform you. It does not guarantee employment or successful or specific career outcomes.
- (c) **No substitute for professional advice:** AI Output is not verified or reviewed by a human, and is not a substitute for professional advice. All AI Output should be reviewed by a human HR or recruitment professional.

2. Ownership and accuracy

The following terms apply in respect of information used in our AI Features:

- (a) **Ownership:** You retain all ownership rights to the information or data you upload to the Platform.
- (b) **License to Process:** By uploading information or data to the Platform, you grant us a temporary, non-exclusive license to process, parse, and analyse your data or personal information to provide the requested AI Output.
- (c) **Accuracy:** You are responsible for the accuracy of the information uploaded to the Platform. The AI Output is based on your input and we do not verify the truthfulness or accuracy of your uploaded information.
- (d) **Verification:** You are responsible for reviewing, verifying and deciding whether to use, rely on, or act on any AI Output, including before submitting any AI Output to a prospective employer or third party.

3. Voice & Call Recording

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

5. Data Privacy & Security

- (a) **Third-Party Processing:** In order provide an AI Output, information and data uploaded to the platform may be processed by third-party AI providers (eg, ElevenLabs or Microsoft Copilot). This data is transmitted securely to any such providers and is subject to their respective privacy safeguards. For more information on how those third party providers use your data, please visit ElevenLabs' privacy policy located [here](#), and Microsoft Copilot's privacy policy located [here](#).
- (b) **Data Retention:** We retain information that you provide to us or the Platform (eg, your CV, interview questions, and call logs) only as long as necessary to provide the Service or as required by law.
- (c) **No Sale of Data:** We do not sell your personal information, professional data or voice recordings to third-party advertisers.

6. Prohibited Conduct

You agree not to:

- (a) record third-parties without their consent;
- (b) use the Platform or any AI Output to breach the law or in breach of the law; or
- (c) use the Platform or any AI Output to generate fraudulent credentials or impersonate others.

7. Disclaimer of Warranties

To the maximum extent permitted by law, and without limiting any consumer guarantees that cannot be excluded, we exclude all liability for any loss or damage arising from your use of, or reliance on, AI Output, including any inaccuracy in AI-generated CV content, interview feedback, or career suggestions, and any decision made by a third party (including a prospective employer) based on AI Output.

E. 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.

ENVIDA PRIVACY NOTICE

In this Privacy Notice, 'us' 'we' or 'our' means SHK Asia Pacific (ABN 25 126 783 588) (**envida**) and our related bodies corporate. This Privacy Notice explains how we collect, use, store and disclose your personal information, including when you engage with the **envida Platform**, part of **SHK Asia Pacific** Outplacement and Career Management services.

By providing personal information to us, you consent to our collection, use and disclosure of your personal information in accordance with this Privacy Notice and any other arrangements that apply between us. We may change our Privacy Notice from time to time by publishing changes to it on our website. We encourage you to check our website periodically to ensure that you are aware of our current Privacy Notice.

Personal information includes information or an opinion about an individual that is reasonably identifiable. For example, this may include your name, age, gender, postcode and contact details.

What is envida?

The data controller is envida. envida's registered office is located at Level 32, 55 Collins St, Melbourne VIC 3000.

What kind of personal information does envida collect and store?

We may process any or all of the following personal information, either directly from you, or via automated means:

- Name
- Preferred name
- Email addresses
- Contact phone number and other contact details (including your emergency contact details)
- Unique envida user identifier
- The organisation that referred you to our services (if any)
- Country, city or suburb of your location
- Your career objectives or goals
- Your device ID, device type, geo-location information, computer and connection information, statistics on page views, traffic to and from the sites, ad data, IP address, cookies and standard web log information (eg, dates and timestamps)
- Any additional information relating to you that you provide to us directly indirectly through your use of our website or the envida Platform (eg, usage of content, assessments and tools), or through other websites or accounts from which you permit us to collect information
- Details of the products and services we have provided to you or that you have enquired about, including any additional information necessary to deliver those products and services (including the envida Platform) and respond to your enquiries

Your interaction with the site, including usage of content, assessments and tools

How does envida collect personal information?

We may collect your personal information directly from you or from third parties through the following means:

- As provided to us by the organisation that referred you to our services (if any)

- When you communicate with us through correspondence, chats, email, or when you share information with us from other social applications, services or websites
- When you interact with our sites, services, content and advertising
- Information you disclose when accessing the envida Platform. This includes, but is not limited to:
 - o Account registration
 - o Forms
 - o Documents
 - o Assessments
 - o Resume uploads
 - o 'to-do' lists
 - o information that is transcribed by our voice function

Why does envida need to collect, use and disclose personal information?

We may collect, hold, use and disclose the personal information you provide us with or that we collect from third parties to:

- deliver, evaluate and where necessary, enhance the services you are eligible for;
- enable you to access and use our website and services (including the envida Platform);
- create, provide access and manage your envida account;
- operate, protect, improve and optimise our services (including the Envida Platform), our business and our users' experience, such as to perform analytics, conduct research, audit our interaction with you for internal compliance, and create aggregate data (eg, for client reporting);
- send you service, support and administrative messages, reminders, technical notices (eg, system or tool outages), updates, security alerts, and information requested by you;
- enhance security of our network and information systems, and to protect against, identify, and seek to prevent fraud, deceptive practices, and other unlawful activity;
- respond to your enquiries and requests for assistance;
- to send you emails regarding the envida Platform (to the extent you have agreed to receive such emails via the communication settings made available in your profile). Where you have not opted-in to engagement emails, we may still contact you with necessary information relating to your account, such as an event cancellation or the closure of your account; and
- to comply with our legal obligations, resolve any disputes that we may have with any of our users, and enforce our agreements with third parties.

envida may use or process your personal information for legitimate business purpose, for example, to deliver, modify, personalise or otherwise improve our services.

To whom do we disclose your personal information?

We may disclose personal information for the purposes described in this Privacy Policy to:

- our employees and related bodies corporate;
- third party suppliers and service providers (including providers for the operation of our websites and/or our business or in connection with providing our products and services to you);
- professional advisers, dealers and agents;

- our existing or potential agents, business partners or partners;
- coaches and other individuals who are engaged by our partners to assist with the programs made available via the envida platform;
- anyone to whom our assets or businesses (or any part of them) are transferred;
- specific third parties authorised by you to receive information held by us; and/or
- other persons, including government agencies, regulatory bodies and law enforcement agencies, or as required, authorised or permitted by law.

Does the envida Platform contain links to third party services?

Our website and the envida platform may contain links to websites or other services operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we are not responsible for the privacy practices of, or any content on, those linked websites, and have no control over or rights in those linked websites or other services. The privacy policies that apply to those other websites and services may differ substantially from our Privacy Policy, so we encourage you to read them before using those websites or services.

Where is my information stored and is it disclosed outside Australia?

We may hold your personal information in either electronic or hard copy form, including on cloudbased servers in both Australia and the United States of America (**USA**). This means we may disclose your personal information outside of Australia to cloud providers located in the USA.

We will take reasonable steps to ensure that any overseas recipient will deal with such personal information in a way that is consistent with the Australian Privacy Principles.

How can I access my personal information, or ask for a correction?

Much of your personal information can be accessed through your envida account.

Through your envida account, you have access to a large part of the personal data stored about you. You can view and modify most of this data at any time, such as updating your CV or deleting profile attributes. You can also download the results of any assessments you complete.

If you wish to change or delete data which you cannot perform yourself, or to exercise any other of your data privacy rights or choices, you can do so by contacting us (see below).

One of our team may contact you directly by phone or email to verify your identity before we provide access, modify or erase your data. As part of this verification process you may be asked to provide a government issued ID. We will permanently delete the verification information that you provide promptly after we have completed the verification process.

You may have the right to object to our use and processing of your personal information under applicable law. Please be aware that if you exercise your right to object, this may affect our ability to carry out and deliver services to you for your benefit.

How can I contact envida, or lodge a complaint?

If you have any questions/comments, or if you would like to exercise your rights in relation to this notice, including to make a complaint about the way we have handled your personal information, please contact us at the following address and include your name, email address and/or telephone number and clearly describe your questions, comments or complaint:

envida.support@shk.com.au

Level 32, 55 Collins St, Melbourne VIC 3000

We will acknowledge any complaint you send us and respond to you regarding your complaint within a reasonable period of time. If you think that we have failed to resolve the complaint satisfactorily, we will provide you with information about the further steps you can take.

Effective: 24th August 2026