

# SEEK API Terms of Use

Effective 15 October 2023. Until further notice:

- references to 'JobStreet by SEEK' are limited to the JobStreet by SEEK Philippines; and
- please disregard references to 'JobsDB by SEEK'.

We will update the above as further markets join the APAC employment marketplace.

These SEEK API Terms of Use (**Terms**) govern the use of the SEEK API (as defined below). By accessing and using the SEEK API, you are agreeing to enter into a legally binding contract in consideration of the mutual promises contained in these Terms.

## Definitions

1. In these Terms:

- a) **Advertiser** means a party that has placed (or intends to place) an advertisement on our websites and apps.
- b) **Candidate** means an individual using our websites or apps for job seeking purposes and/or responding to a job advertisement posted on our websites or apps.
- c) **Data** refers to any information sourced or accessed by your Recruitment Software via the SEEK API including, without limitation, Candidates' job applications, Profiles and Personal Information.
- d) **Mutual Customers** means an Advertiser that uses your Recruitment Software to assist with their recruitment activities through our websites and apps.
- e) **our websites and apps** means our SEEK, Jobstreet by SEEK (excluding JobStreet Express) and JobsDB by SEEK employment websites and apps.
- f) **Partner Hub** means [talent.seek.com.au/partners](https://talent.seek.com.au/partners).
- g) **Personal Information** is defined as "personal information" or "personal data" by applicable Privacy Laws or regulations relating to the collection, use or storage of opinion or information that identifies or could reasonably identify an individual. This includes facts and opinions, whether they are true or not.
- h) **Privacy Laws** means the applicable privacy and data protection laws as may be in force from time to time which regulate the collection, use, disclosure, storage of and granting of access rights to Personal Information.
- i) **Profile** means a SEEK Profile, JobStreet by SEEK Profile, or JobsDB by SEEK Profile (where applicable) page where Candidates create personal profiles on our websites and apps by inputting their Personal Information.
- j) **Recruitment Software** means a software application used and/or developed by you for the purposes of integrating with the SEEK API.
- k) **SEEK API** means an Application Programming Interface that provides you programmatic access to our websites and apps.

- l) **SEEK Group** means SEEK Limited and its related bodies corporate, as defined in the Australian *Corporations Act 2001* (Cth). References to “we” and “us” (and related terms) means the SEEK Group unless otherwise stated.
- m) **SEEK Group Branding** means the logos, trade marks, business name and domain names owned by a member of the SEEK Group that are provided to you.
- n) **SEEK Developer Site** means developer.seek.com and/or devportal.seek.com.au, whichever is applicable to you.
- o) **Talent Search Connect** means the Talent Search Connect product which we may offer to Advertisers.
- p) **Term** has the meaning given to in in clause 49 of these Terms.

### Variation of Terms

- 2. We may vary these Terms at any time. If we vary these Terms, we will provide notice by publishing the varied Terms on the SEEK Developer Site. You accept that by doing this, we have provided you with sufficient notice of the variation to its Terms. You will be notified of any material changes to the Terms which may be reasonably detrimental to you, 5 days prior to them taking effect. For the avoidance of doubt, the variation of terms provisions in the Advertising Terms of Use do not apply to these Terms.

### Integration

- 3. To integrate with the SEEK API, you must submit a request via our Integration form [here](#) and meet our criteria for approval.
- 4. As part of your integration request, you will be required to provide the following information (in addition to any other information we may require from time to time):
  - a) the name of your company;
  - b) an e-mail address and phone number of the primary contact person; and
  - c) such other information may be reasonably requested by us, (collectively, your **Identification Details**).
- 5. It is your responsibility to ensure that your Identification Details always remain current.
- 6. Once you have been approved for development, we will provide you with the necessary partner credentials.
- 7. We do not guarantee that we will consent to the use and/or integration of your Recruitment Software. We may condition our consent to the use of your Recruitment Software on any number of factors including a modification of your Recruitment Software to a format or system more compatible with the SEEK API. We may work with you to achieve such an outcome, although we are under no obligation to do so.
- 8. If you decide to terminate your use of the SEEK API in accordance with clause 52 of these Terms, your credentials will be terminated.

## Implementation

9. In the event that we consent to your integration with the SEEK API, you agree to work collaboratively with us to undertake such integration including to:
  - a) provide us with an in-system demo overview of your current integrations with us (if applicable);
  - b) complete system integration and/or integration verification testing of all required test cases; and
  - c) provide visibility of your SEEK API integrations for the purpose of system integration and/or integration verification testing activities.

## Intellectual Property

10. Except to the limited extent expressly provided in these Terms, SEEK Limited owns all intellectual property rights, title, and interest in and to the SEEK API, including all elements and components of the SEEK API.
11. Subject to these Terms, SEEK Limited grants you a limited, non-exclusive, non-assignable and non-transferable licence to use the SEEK API to develop, test, and/or support your Recruitment Software (**Licence**) for the duration of the Term, and to allow Mutual Customers that have engaged you to have the benefit of the integration of your Recruitment Software with the SEEK API.
12. As between the parties, you own all intellectual property rights, title, and interest in and to the Recruitment Software.
13. During the Term, you grant to the SEEK Group a royalty-free, worldwide, non-exclusive, irrevocable right and licence to your intellectual property rights in order to connect Mutual Customers to your Recruitment Software and to verify your compliance with these Terms.

## Branding

14. Subject to these Terms, the relevant members of the SEEK Group grant you a limited, non-exclusive, non-assignable, non-transferable and non-sublicensable licence (**Brand Licence**) solely for the purpose of displaying the SEEK Group Branding within your Recruitment Software for the duration of the Term.
15. For any use of the SEEK Group Branding other than provided for under the Brand Licence, you must obtain our prior written approval before such use.
16. You must use the SEEK Group Branding in accordance with the SEEK Group Branding Guidelines, which will be provided to you.
17. You grant the SEEK Group a limited, non-exclusive, non-assignable, non-transferable and non-sublicensable licence during the Term to display your logos, trade marks, business name and domain names to advertise your Recruitment Software or your use of the SEEK API on our websites and apps.

18. The SEEK Group may publish your brand (name and logo) on our websites and apps, in promotional materials including press releases without additional consent or notice to you.

### **SEEK API Prohibitions**

19. You must not:

- a) require a Candidate to provide any of their details to you, including Personal Information or otherwise create an account with you, as a precondition to you passing on Data in respect of that Candidate to a Mutual Customer;
- b) sub-license the SEEK API for use by a third party;
- c) perform any action of introducing any viruses, worms, defects, Trojan horses, malware or any items of a destructive nature to the SEEK APIs;
- d) interfere with or disrupt the SEEK API or the servers or networks providing the SEEK API; or
- e) reverse engineer or attempt to extract the source code from the SEEK API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.

### **Confidential Information**

20. Communications between you and the SEEK Group should be regarded as confidential unless we expressly provide otherwise. You may only use such confidential information for the purposes of performing your obligations or exercising your rights under these Terms. You must not disclose confidential information to any third party without our prior written consent. If you are unsure about whether any information that is communicated to you is confidential in nature, you should treat that information as confidential and confirm with us prior to disclosure of that information.

### **Compliance with Law and Terms**

21. You must comply with all applicable laws and these Terms. To the extent that they are applicable, your Recruitment Software must also comply with the Advertising Terms of Use.
22. In the event of any conflict between the content in these Terms and the above documents in relation to the use of the SEEK API, these Terms will apply.

### **Data Security**

23. Your network, operating system and the software of your web servers, databases, and computer systems (collectively, **Systems**) must be configured to securely operate your Recruitment Software.
24. You must take reasonable steps to protect the Data from misuse, interference, loss and unauthorised access, modification, unlawful use or disclosure, accidental loss or

destruction, or damage and will secure the Data and maintain effective security controls that adhere to the standards required by Privacy Laws in order to ensure the safe storage and proper use of the Data.

25. If you become aware or suspect that there has been any security deficiencies, vulnerabilities, intrusions, in, or breaches of, your Systems, or unauthorised access to, unauthorised disclosure of, or loss of Data (each, an **Incident**), you must immediately contact us and disclose all information relevant to that actual or suspected Incident via our Contact Us form on the Partner Hub at <https://talent.seek.com.au/contactus>. You must cooperate with us in investigating and to immediately correct any Incident.
26. In the event of an Incident, we reserve the right to temporarily, or permanently reduce or restrict your access to the SEEK API until the Incident has been remediated.
27. In the event of any Incident involving your Recruitment Software and the SEEK API, you must not make any public statements in relation to the incident without prior written and express permission from us. You must assist us in verifying your compliance with our security requirements by providing any information about your Recruitment Software and/or Systems to us, which may also include access to your Recruitment Software and other materials related to your use of the Recruitment Software.
28. If we become aware of any fraudulent job applications within your Systems, we will notify you. You must work with us to immediately delete any fraudulent applications from your Systems.
29. If you become aware of any fraudulent or illegal activity involving a user within your Systems, you must take steps to suspend or terminate that user's ability to access any of our websites and apps through your Recruitment Software.
30. On termination or expiry of these Terms for whatever reason, or upon our written request at any time, cease and ensure that you and your personnel cease to use or process the Data and destroy and/or return and/or procure the return of any and all Data in their possession or control to us.

## Your Obligations

31. In addition to the warranties outlined in our Advertiser Terms and Conditions, you warrant that:
  - a) your Systems that processes or stores our non-public data and Data:
    - i. will encrypt data transmitted over a public network;
    - ii. will encrypt data at rest;
    - iii. has enforced security monitoring controls to detect indicators of security incidents;
    - iv. has a documented process for responding to Incidents;

- v. has documented operational management procedures to ensure that necessary security controls are in place (antivirus, data loss prevention, etc.) and patches are applied in a timely manner;
  - vi. will document a provisioning and de-provisioning process for internal business users;
  - vii. will enforce controls like single sign-on and multi-factor authentication for internal business users;
  - viii. will generate and retain audit logs; and
  - ix. is covered by a documented Business Continuity Plan;
- b) you will maintain security controls to reasonably secure your Recruitment Software and to protect the Data from misuse, interference, loss and unauthorised access, modification or disclosure, including, without limitation to:
- i. the use of anti-malware software on Systems providing or supporting your Recruitment Software;
  - ii. the use of firewalls and related security controls to restrict unauthorised access to your Recruitment Software and the Data from the Internet and other untrusted networks connected to the Systems;
  - iii. the regular maintenance and updating of security controls for your Systems;
  - iv. the regular monitoring of your Systems for any event that may compromise the security of your Systems, your Recruitment Software or the Data; and
  - v. the regular backup of your Systems;
- c) you, and your Recruitment Software complies, in all material aspects, with the requirements of the Australian *Spam Act 2003* (Cth) and all other relevant or similar direct marketing laws that may be applicable to you;
- d) your Recruitment Software does not breach the intellectual property rights of any third party;
- e) you will not act for, or on behalf of, an Advertiser without their express written consent;
- f) you have no proprietary right, title to, or interest in the Data, and you will not use the Data for any purpose other than the transfer of said Data to the Advertiser that has engaged you;
- g) you will not copy or store any Data for any purpose other than the transfer of said Data to the Advertiser that has engaged you;
- h) when transmitting Data to a Mutual Customers you will not alter, modify or amend the Data in any material way (this obligation does not restrict you however from sorting the Data in accordance with the instructions of the Mutual Customer);

- i) you will not develop your Recruitment Software, or use the SEEK API or Data in a way that may harm the professional reputation or relationships of the Advertisers and Candidates; and
  - j) you will not use, distribute, or transfer the SEEK API or Data for any illegal purposes, or in any manner which would violate these Terms, or expose the SEEK Group or its Advertisers and Candidates to legal liability.
- 32.** You may not assign or transfer any rights and obligations pursuant to these Terms to any other person or entity without our prior written approval (which will not be unreasonably withheld). If you are a company, any change in your effective control shall be deemed an assignment requiring our consent under the terms of this clause.
- 33.** You agree to assist us in verifying your compliance with obligations under these Terms by providing any requested information to us that is reasonably required to ascertain your compliance.

## Privacy

- 34.** You must in respect of any Personal Information which you receive or learn via your use of the SEEK API:
- a) not use, disclose and store the Personal Information for any purpose other than for the purpose of carrying out the services that a Mutual Customer has engaged you for;
  - b) for Personal Information which you have received or learnt directly from us, you must use and disclose the Personal Information only:
    - i. to the extent necessary for the proper performance and integration of the SEEK API; or
    - ii. with our prior written consent;
  - c) without limiting the effect of clauses 34a) and b), not use, disclose, copy or modify the Personal Information for your own purposes, including but not limited to any database building, marketing, advertising or promotional purposes;
  - d) comply with the Privacy Laws of the relevant individual's country as if you were an entity regulated by such Privacy Laws;
  - e) not do anything or omit to do anything that it could reasonably expect would cause any member of the SEEK Group to breach its obligations under a Privacy Law; and
  - f) comply with all our reasonable directions relating to the protection of the Personal information and compliance with the Privacy Laws, and cooperate fully with us in the resolution of any complaint alleging a breach of any Privacy Law.
- 35.** You have, and maintain, a privacy policy in relation to the Data collected by you that complies, in all material respects, with the requirements of all applicable Privacy Laws.



36. You have, and maintain your own user terms and privacy policy, which must be readily accessible to the users of your Recruitment Software.

### **API Versioning**

37. Any changes to the SEEK API shall be announced in the Release notes section of the applicable SEEK Developer Site. We will provide you with 30 days' notice of any changes that, if not implemented, will break your integration with the SEEK API.

### **Support**

38. Any issues impacting the Advertiser's use of any of our websites and apps via the SEEK API are to be advised to us via the Contact Us form on the Partner Hub at <https://talent.seek.com.au/contactus> within 1 hour of the issue being detected. Support requests must clearly describe:
- a) an assessment of the impact to the Advertiser;
  - b) the cause of the issue (if known);
  - c) the duration of the issue;
  - d) the expected timeframe to resolve the issue (if known); and
  - e) any supporting logging data that can assist for diagnostic purposes.

### **Rights reserved by us**

39. If you do not demonstrate full compliance with these Terms, we may restrict or terminate your access to the SEEK API.
40. We may control the use of the SEEK API by you at any time.
41. We may provide you with support or modifications for the SEEK API, at our sole discretion.
42. We may stop providing support or modifications to you at any time without notice or liability to you.
43. We may release subsequent versions or new features of the SEEK API and require that you use those subsequent versions or new features. Your continued use of the SEEK API following a subsequent release of versions or features will be deemed your acceptance of modifications.
44. For each functionality listed in Sections A to I below, we may release subsequent versions of each functionality. Where reasonably possible, we will announce version changes at least 30 days in advance of its release to allow you to prepare for any impact. You are required to move to a supported version before the current version reaches end of support date for the integration to remain function. Your continued use of each functionality following a subsequent release, will be deemed your acceptance of the modifications.



## Indemnity

45. You indemnify and will keep indemnified the SEEK Group, its officers, employees and agents against all claims, actions, suits, liabilities, actual or contingent costs, damages and expenses incurred by us in connection with:
- a) any breach of these Terms by you;
  - b) any negligent act or omission by you; or
  - c) an actual or alleged breach by you of any law, legislation, regulations, by-laws, ordinances or codes of conduct which occurs as a result of your use of the SEEK API.

## Limitation of Liability

46. Any program or content made available to you by the SEEK Group on the Developer Site (including, without limitation, the Data and the SEEK API) is provided to you on an “as is” basis and we make no representations about the accuracy, completeness, currency or suitability of such content.
47. While we will use reasonable endeavours to ensure that the SEEK API is accessible to your Recruitment Software at all times (subject to standard maintenance), we make no representation that the SEEK API will be available on a continuous basis.
48. To the extent permitted by law, the SEEK Group disclaims all liability for loss, damage, cost, claim or expense (including legal expense) whether direct or indirect (such as loss of profits, loss of opportunity and loss of data) incurred by you or Advertisers due to your use of the SEEK API, or the Data.

## Term and Termination

49. The “Term” of these Terms commences from the date which you agree to these Terms and will continue until terminated in accordance with clause 50 or 52, set out below.
50. We reserve the right to, in our absolute discretion but acting reasonably, terminate your Licence for any reason.
51. Termination of our agreement with you as a result of you breaching any one or more of these Terms, will not end provisions of these Terms that are capable of surviving termination.
52. You may terminate these Terms by discontinuing your use of the SEEK API with 60 days prior written notice to us.

## Miscellaneous

53. Any written communications between you and us will be made via the email address provided as part of your Identification Details.

- 54.** These Terms (including other terms referenced within, to the extent relevant) constitute the entire agreement between the parties and supersede all other representations or agreements, whether written or oral, between us relating to this matter.
- 55.** We may assign or novate rights and obligations under these Terms without your consent.
- 56.** Any clause within these Terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of these Terms is not affected.
- 57.** These terms do not create a partnership, joint venture or agency relationship between you and us and you will not make any statement which suggests such a relationship. You must not state that any member of the SEEK Group sponsors or endorses your business or product without our prior written approval.
- 58.** If you are a third party provider accessing the SEEK API to service Mutual Customers, the SEEK Group entity with which you are contracting and the governing law of these Terms varies according to your registered business address:
- a)** If your registered address is in Australia or any other country not listed in the remainder of this clause:
    - i.** your contractual relationship is with SEEK Limited; and
    - ii.** these Terms are governed by the laws of Victoria, Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria, Australia.
  - b)** If your address is in New Zealand:
    - i.** your contractual relationship is with SEEK (NZ) Limited; and
    - ii.** these Terms are governed by the laws of New Zealand. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New Zealand.
  - c)** If your address is in the Philippines:
    - i.** your contractual relationship is with Jobstreet.com Philippines, Inc.; and
    - ii.** this agreement is governed by the laws of Philippines. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Philippines.
- 59.** If you are an Advertiser that accesses the SEEK API directly (i.e. you do not use a third party provider), these Terms are incorporated into the Advertising Terms of Use, which also apply to you. This means that the provisions of the Advertising Terms of Use (including those relating to contracting parties and governing law) also apply to these Terms. In the event of any conflict, these Terms prevail.
- 60.** Any member of the SEEK Group may assist in providing the relevant products and services to you.

**The sections below may be applicable to you depending on the types of functionality you have chosen through the SEEK API. These sections form part of the Terms:**

## **Section A: Talent Search Connect**

- 61.** Section A applies if you have chosen the Talent Search Connect functionality through the SEEK API.
- 62.** In this Section A:
- a) **Defect** means a failure of the Talent Search Connect integration to operate in accordance with our requirements as set out in the Proactive Sourcing section of the SEEK Developer Site.
  - b) **Storyboard** is a frontend workshop for building user interface components.
  - c) **Widget** means the features or elements of the Talent Search Connect experience that we require you to display in your Recruitment Software in connection with making Talent Search Connect available to Mutual Customers.

## **Functional**

- 63.** Within 72 hours of us notifying you that a Mutual Customer has purchased access to Talent Search Connect, you must enable Talent Search Connect for the Mutual Customer.
- 64.** At all times, you must ensure that the following Talent Search Connect functionality is enabled for Mutual Customers:
- a) all applicable Widgets are embedded in visible, logical locations in the Mutual Customer's hiring workflow within your user interface, including, but not limited to:
    - i. the Candidate's Profile;
    - ii. job requisition creation and job management; and
    - iii. global navigation to the Talent Search Connect entry point;
  - b) the ability to share Mutual Customer's active/open jobs within your Recruitment Software (irrespective of whether it is advertised with us) via the SEEK API;
  - c) the ability to share Mutual Customer's Candidate Profiles and previous interactions with these Candidates via the SEEK API;
  - d) that shared job, Candidate and interaction data is made available to us within 60 seconds of the change taking place in your Recruitment Software;
  - e) the importing of a Candidate Profile or resume purchased from Talent Search Connect into your Recruitment Software and, where position data is included as part of the Profile purchase payload, the appropriate job; and
  - f) that purchased Profiles must be viewable by the Mutual Customer in your Recruitment Software within 60 seconds of receiving a purchase event notification from us.

## **Messaging / Branding**

65. You must ensure that all Widgets are placed in easily discoverable locations within the Mutual Customer's hiring workflow with respect to the context of each Widget's individual functionality. We will provide general guidance for appropriate locations for each Widget in the Proactive Sourcing section of the SEEK Developer Site.
66. You must ensure that each Widget's minimum size as specified in Storybook is respected and is not obscured or obstructed by other elements in your user interface.
67. You must promptly notify us if you make any significant changes to the user interface that may affect the Talent Search Connect functionality and the positioning of any Widgets.
68. We may at any time update or change the content of the Talent Search Connect Widgets at its own discretion.
69. Upon successfully integrating Talent Search Connect with your Recruitment Software, we will review your implementation to ensure it appropriately represents our brand and value proposition. We may review the implementation from time to time and require you to fix any Defects found within 30 days of being notified. We may decide to end your integration with Talent Search Connect if it determines, at our sole discretion, that the implementation by you does not appropriately represent our brand and value proposition.

## **Offboarding**

70. Within 15 days of us notifying you that a Mutual Customer no longer has access to Talent Search Connect you must work with us to offboard the Mutual Customer, including to:
  - a) disable the Talent Search Connect integration;
  - b) remove any available Widgets from your Recruitment Software; and
  - c) cease sending us any applicable Mutual Customer data.

## **Section B: Job Posting**

### **Functional**

71. Section B applies if you have chosen to use the job posting functionality through the SEEK API and we reserve the right to request that you change or rectify any job posting functionality at any time.
72. You must ensure that the following job posting functionality is enabled for Advertisers via the SEEK API at all times:
  - a) the ability for an Advertiser to create, update and expire an ad;
  - b) the ability for the Advertiser to use multiple Advertiser accounts with us;
  - c) enable and display all SEEK Group ad products via the Ad Selection Panel or Ad Selection with GraphQL feature;

- d) the ability for an Advertiser to specify the location of a position supported by the SEEK APAC hierarchy when posting a job ad;
- e) the ability for an Advertiser to specify the job category of a position supported by the SEEK APAC hierarchy when posting a job ad;
- f) the ability for an Advertiser to select SEEK Group approved branding when posting a job ad;
- g) the ability for an Advertiser to specify the right salary frequency and choose the right currency from the list of our supported currencies when specifying salary information;
- h) distribute the live link of the posted job ad to the Advertiser;
- i) display appropriate messaging to the Advertiser if an error occurs when posting a job; and
- j) the ability for an Advertiser to post an ad on our websites and apps for 30 days.

## **Section C: Ad Selection Panel**

### **Functional**

**73.** Section C applies if you have chosen to use the Panel functionality through the SEEK API.

**74. Panel** means an Ad Selection Panel which is an embeddable widget that you can place in your posting flow to retrieve available ad products during advertisement creation and modification.

**75.** You acknowledge and agree that:

- a) if you choose to utilise the Panel, it must be made available to all Advertisers. Removal of the Panel for any Advertiser must be discussed and agreed with us beforehand;
- b) all SEEK Group products available through the Panel must be visible and accessible to all Advertisers;
- c) the Panel must load on the page within 1 second; and
- d) pricing information surfaced via the Panel is not to be used for any other purpose other than for displaying:
  - i. the price of our products to Advertisers who are posting job ads in the flow;
  - ii. job posting spend analysis, and
  - iii. other relevant reporting and management information.

### **Messaging / Branding**

**76.** You must not change or modify any design elements related to the Panel, unless we have provided consent for you to do so.

**77.** If you believe an element of the design is sub-optimal for your users, you may request a design change by contacting us, which we will consider in our sole discretion.

## Section D: Ad Selection with GraphQL

### Functional

78. Section D applies if you have chosen to use the Ad Selection with GraphQL functionality through the SEEK API.
79. **Ad Selection with GraphQL** means the method used to programmatically retrieve available ad products by your backend during advertisement creation and modification.
80. You acknowledge and agree that:
- a) if you choose to utilise the Ad Selection with GraphQL functionality, it must be available to all Advertisers. Removal of Ad Selection with GraphQL for any Advertiser must be discussed and agreed with us beforehand;
  - b) all SEEK Group products available through the Ad Selection with GraphQL must be and accessible to all Advertisers; and
  - c) pricing information surfaced via Ad Selection with GraphQL is not to be used for any other purpose other than for displaying:
    - i. the price of our products to Advertisers who are posting job ads in the flow;
    - ii. job posting spend analysis, and
    - iii. other relevant reporting and management information.

### Messaging / Branding

81. Upon successfully integrating Ad Selection with GraphQL into the partner system, we will review the implementation to ensure the design appropriately represents our brand and value proposition. We may decide to end your integration with the SEEK API if we determine, in our sole discretion, that the design implemented by you does not appropriately represent our brand and value proposition.

## Section E: Questionnaire Panel

### Functional

82. Section E applies if you have chosen to use the Questionnaire Panel functionality through the SEEK API.
83. **Questionnaire Panel** means our questionnaire panel that you can embed into your posting flow to select and create questions to assign to a job ad during advertisement creation.
84. You acknowledge and agree that:
- a) If you choose to use the Questionnaire Panel, it must be made available to all Advertisers. Removal of this panel for any Advertiser must be discussed and agreed with us beforehand;

- b) if you have chosen to embed the Questionnaire Panel, you agree to use these questions only for their intended purpose;
- c) within the Questionnaire Panel, all our questions returned as a result of the query to retrieve questions from us must be visible and selectable for the Advertiser posting the job ad; and
- d) any questions created as part of the advertisement creation that are not selected from our existing library of questions must adhere to applicable Privacy Laws and these Terms.

### **Messaging/Branding**

- 85. You must not change or modify any design elements related to the Questionnaire Panel, unless we have provided consent for you to do so.
- 86. If you believe an element of the design is sub-optimal for your users, you may request a design change by contacting us, which we will consider in our sole discretion.

### **Section F: Questionnaire Panel with Graph QL**

#### **Functional**

- 87. Section F applies if you have chosen to use the Custom Questionnaire Panel functionality through the SEEK API.
- 88. **Custom Questionnaire Panel** means the panel implementation used to programmatically create questionnaires by your backend via GraphQL during advertisement creation.
- 89. You acknowledge and agree that:
  - a) if you choose to use the Custom Questionnaire Panel, it must be made available to all Advertisers. Removal of this panel for any Advertiser must be discussed and agreed with us beforehand;
  - b) if you have chosen to embed the Custom Questionnaire Panel, you agree to use these questions only for their intended purpose; and
  - c) within the Custom Questionnaire Panel, all our questions returned as a result of the query to retrieve questions from us must be visible and selectable for the hirer posting the job ad.

### **Messaging/Branding**

- 90. Upon successfully integrating the Custom Questionnaire Panel into your system, we will review the implementation to ensure the design appropriately represents our brand and value proposition. We may decide to end your integration with the SEEK API if it determines in our sole discretion, that the design implemented by you does not appropriately represent our brand and value proposition.



## Section G: ATS Questions

91. Section G applies if you have chosen to use ATS Questions functionality through the SEEK API.
92. **ATS Questions** means questionnaire creation using questions from your Recruitment Software in the structure expected by the SEEK API, which returns an ID that can be specified when posting a job ad.
93. You acknowledge and agree that any questions created as part of the advertisement creation that are not selected from our existing library of questions must adhere to applicable Privacy Laws and these Terms.

## Messaging / Branding

94. Upon successfully integrating the ATS Questions into the partner system, we will review the implementation to ensure the design appropriately represents our brand and value proposition. We may decide to end your integration with the SEEK API if it determines, in our sole discretion, that the design implemented by you does not appropriately represent our brand and value proposition.

## Section H: Optimised Apply Solution

95. Section H applies if you have chosen to use the Optimised Apply Solution functionality through the SEEK API.
96. **Optimised Apply Solution** means the method used to distribute Candidate applications to Partners and Advertisers.
97. You must ensure that the following Optimised Apply Solution functionality is enabled for Advertisers via the SEEK API at all times: retrieving and distributing Candidate applications to the Advertiser including all associated documents. Associated documents may include resumes, cover letters, Profiles, submission to questionnaires.

## Section I: Apply With SEEK

98. Section I applies if you have chosen to use the Apply with SEEK Solution functionality through the SEEK API.
99. **Apply with SEEK Solution** means the method used to distribute Candidate applications to you and Advertisers, using information from a Candidate's Profile to pre-fill the application.
100. You must ensure that the following Apply with SEEK functionality is enabled for Advertisers via the SEEK API at all times: pre-filling the application on the Advertiser's application form with information from a Candidate's Profile.