Trovello Terms of Use

These terms set out the agreement between Trovello Pty Ltd and the people and organisations who use Trovello.

They are in four parts. Part A applies to everyone. Part B applies to Candidates. Part C applies to Employers. Part D is the legal wrap-up and applies to everyone. If you use Trovello as a Candidate, Parts A, B and D are your terms. If you use Trovello for an Employer, Parts A, C and D are yours.

Part A: Terms for everyone

1. Who we are and the words we use

1.1 Trovello Pty Ltd (ACN 700 166 721) operates Trovello, a two-sided hiring marketplace. We are based in New South Wales, Australia. In these terms, "Trovello", "we" and "us" mean Trovello Pty Ltd.

1.2 The Platform runs at app.trovello.com.au. You can reach us at hello@trovello.com.au.

1.3 "You" means whichever of a Candidate, an Employer or an Employer user applies to you.

1.4 These words have the meanings below wherever they start with a capital letter in these terms.

Term	Meaning
Candidate	A person who holds a Trovello candidate account and has completed, or is completing, the profile questionnaire so they can be matched to roles.
Employer	An organisation that uses Trovello to post role briefs and receive shortlists, acting through its employer users.
Organisation	The employer's account on Trovello, identified by its registered name, any other names it declares and its email domain.
Employer user	Any person who acts for an employer on Trovello: an owner, a member or a hiring manager.
Owner	An employer user who can see every role brief of the organisation, add colleagues to roles, invite people and decide requests to become an owner.
Member	An employer user who belongs to the organisation but sees a role brief, its shortlist and its released details only when they created it or are assigned to it.
Hiring manager	A person invited onto one specific role brief, who may be outside the organisation, and who can do everything on that role except pay for it or close it.
Role brief	The employer's structured description of a role, answered in Trovello's role questions, against which candidates are checked and scored.
Scoring engine	Trovello's software that checks a candidate's eligibility against a role brief, scores the match, assigns a band and ranks the shortlist.

Term	Meaning
Shortlist	Up to five candidates who pass every eligibility check for a role brief and reach the minimum match score Trovello sets, ranked, with more only where candidates tie exactly, plus any candidates added after unlock under clause 13.6A.
Shortlist card	The employer's view of one shortlisted candidate before release: a reference code, rank, match band, conditions, bundle scores, strengths and risks, with no name, contact details, resume, employer names, written answers, salary figure or visa date.
Reference code	The label on a shortlist card, C- followed by four characters, that stays the same if the shortlist is re-scored.
Progression request	An employer user's confirmed request for a shortlisted candidate's details, which starts the decline window once the candidate's email has been sent. On employer screens this is called "asking for details".
Decline window	The period in which a candidate can stop a release, ending at 5pm Sydney time on the second NSW business day after the day the request counts from.
Business day	A day other than a Saturday, Sunday or New South Wales public holiday.
Release	The step, after a decline window ends with no decline and nothing else has stopped the request, in which Trovello copies the released details into a record the employer can read and tells the candidate. During the pilot a founder may review it first and may stop it.
Released details	The frozen copy an employer receives at release: the candidate's name, email, phone, profile answers except those withheld, the resume on file at release, if the candidate uploaded one, and a remuneration band.
Remuneration band	One of four words (aligned, slightly above, well above, not compared) describing a candidate's salary expectation against the role's range, never the figure.
Pause	A candidate setting that stops them being matched to new shortlists, stops new progression requests, and stops any request already made from leading to a release.
Blocklist	A candidate's list of organisation names that must never see them, checked when a shortlist is built, when an employer asks, and just before release.
Free-text answer	An answer a candidate types in their own words rather than choosing from options; two optional Early Career answers are scored, the rest are not.
Marker	A named quality from a fixed list that the scoring looks for in the two scored written answers; the band is worked out in code from the markers found.
Waitlist	A list of people outside the open part of the pilot who ask to be told when it opens to them. Only a candidate waitlist exists.

Term	Meaning
Personal information	Information or an opinion about an identified person, or a person who is reasonably identifiable, whether true or not; a written answer with no name attached can still be personal information.
Pilot	The limited first release: open across Australia, two career levels and four functions, free for candidates, with employers paying pilot pricing.
Platform	The Trovello web application at app.trovello.com.au, with its database, emails and scoring, as operated by Trovello Pty Ltd.

2. Accepting these terms

2.1 You accept these terms by ticking the acceptance box when you create your account or accept an invitation. You must tick the box to continue. The Platform itself checks that you have accepted, on every way of joining. If you do not accept these terms, do not use the Platform.

2.2 Every way of joining the Platform shows the acceptance box: Candidate signup, Employer signup, an invitation from a colleague, the set-password screen for Employers we onboard ourselves, and an invitation onto a single role as a Hiring manager.

2.3 By ticking the box you also confirm that you are 18 or over. You must be 18 or over to hold an account.

2.4 On Employer screens, other than the screens a Hiring manager uses to accept a role invitation, the box also asks you to confirm that you are authorised to accept these terms for your Organisation. When you tick it, you accept these terms for yourself and for the Employer. Clause 12.4 explains what that means. A Hiring manager accepts these terms for themselves only, whether they are inside or outside the Organisation. Their box says "I accept the Terms of Use." They do not confirm authority for the Employer, and we record their acceptance as made through a role invitation. A Hiring manager receives our notice about how we handle their Personal information in the invitation, and must accept these terms before they can see any information about a Candidate.

2.5 When you accept, we record who you are, each document you accepted or acknowledged and its version, the time, and the screen you used. No user can change or delete that record.

2.6 Our Privacy Policy and our Collection Notice explain how we handle Personal information. You are asked to acknowledge that you have read them. That acknowledgement is a separate step from accepting these terms. Clause 23 explains how they relate to these terms.

3. What the Platform does

3.1 Candidates answer a structured profile questionnaire for their career level.

3.2 Employer users post a Role brief and answer Trovello's role questions.

3.3 The Scoring engine checks each Candidate's eligibility against the Role brief, scores the match and produces a Shortlist of up to five Candidates for the Employer. It may later add Candidates to an unlocked Shortlist under clause 13.6A.

3.4 Before Release, an Employer sees each Candidate only as a Shortlist card. The card does not show the Candidate's name, contact details, resume, employer names, written answers, salary figure

or visa date. A Candidate's name and contact details reach an Employer only at Release, after the Candidate has had the chance to decline. Clause 11 explains how.

3.5 Trovello does not act as an agent for Candidates or for Employers. We do not negotiate, we do not place people, and we charge no placement fee. We do not check that Candidates' answers are true. We make no hiring decisions.

3.6 After Release, contact about the role is between the Candidate and the Employer. We keep a restricted record of what was released, as clause 16 explains.

4. The pilot, and what is not part of it

4.1 Trovello is running a Pilot. It is open across Australia, at two career levels (Early Career and Established Professional) and in four functions. Other career levels are not active in the Pilot.

4.2 Trovello is free for Candidates during the Pilot. Clause 9 says more.

4.3 The Waitlist is for Candidates outside the open part of the Pilot. Joining it does not create an account or put anyone into matching. Waitlist entries are removed by a monthly manual process. An entry is removed at the first monthly run after the earliest of these: 30 days after we email you that the pilot is open to you, when you create a Trovello account, when you unsubscribe, or 12 months after you joined if we never emailed you. Unsubscribing stops Waitlist email at once. There is no waitlist for Employers. An Employer that wants to join can email hello@trovello.com.au. The Privacy Policy explains what the Waitlist collects.

4.4 These features are not part of the service today, and nothing in these terms promises them:

- exporting information from the Platform
- any paid feature for Candidates, including a subscription, which would be offered only after legal clearance
- outcome questions after a progression.

4.5 If we introduce one of these features, we will change these terms under clause 22 first. If a feature would change how we use or disclose Personal information, that change is made in the Privacy Policy, with fresh notice to you and, where the law requires it, your consent.

4.6 A pilot means the service is being tested and will change. Clauses 17 and 22 explain how changes are made.

5. Your account

5.1 Your answers must be truthful and current. Your name, email address and phone number must be accurate and must be yours. Other users rely on what you tell us. If something changes, tell us at hello@trovello.com.au and we will update it.

5.2 Your account is personal to you. Do not share your login.

5.3 You are responsible for activity on your account that you carry out or authorise. You are also responsible for activity that happens because you did not take reasonable care of your login, for example by sharing your password or leaving a shared device signed in. You are not responsible for activity caused by a failure of Trovello's own security, or for activity after you have told us your account may be compromised and we have had a reasonable chance to act.

5.4 Your password is held in hashed form by Supabase, our sign-in provider. Trovello's database does not hold it. Keep it secret. If you think someone else has it, change it and tell us at hello@trovello.com.au straight away.

5.5 **Deleting a Candidate profile.** You can delete your profile yourself. In your settings, choose "Email me the link". We email a link to the address you sign in with. The link works once and expires after 24 hours, and asking again cancels any earlier link. The link opens a page that lists what is deleted and what stays, with one "Delete my profile" button. Deletion is complete when you press that button, and the screen confirms it. If you cannot use the link, email hello@trovello.com.au and we will delete your profile for you. The Privacy Policy explains which records survive deletion. Details already released to an Employer stay with that Employer for the period in clause 16.

5.6 **Employer user accounts.** To close an Employer user account or remove a person from an Organisation, email hello@trovello.com.au and we will do it for you. The Organisation, its Role briefs and any Released details remain.

5.7 **Inactive accounts.** If no one signs in to an account for 24 months, we email a warning. The account is deleted 30 days later unless someone signs in. This applies to Candidate accounts and to Employer user accounts. When an Employer user account is deleted, the Organisation, its Role briefs and any Released details remain.

5.8 We may suspend or close an account for a serious or repeated breach of these terms. We will tell you why unless there is a legal reason not to. Where the breach can be put right, we will give you the chance to do so first, unless we need to act at once to protect other users, Candidates' information or the Platform.

6. Acceptable use

6.1 You must not:

- give answers you know are false or misleading, or misrepresent your identity, your experience, your qualifications, your right to work or a role
- use another person's account, or let another person use yours
- scrape, crawl, bulk-extract or automatically copy any part of the Platform, its questions or its data
- try to identify a Candidate whose details have not been released to you, whether by cross-referencing other sources, by asking us or by any technical means
- copy information out of the Platform, except as clause 16 allows
- use the Platform to send unsolicited marketing, or to advertise services to other users
- try to get around our access controls, test our security, or reach data that is not yours
- post unlawful, discriminatory, harassing or deliberately misleading content
- resell, sublicense or share your access.

6.2 If you breach clause 6.1 we may suspend or close your account under clause 5.8.

6.3 **Reporting a concern.** Tell us at hello@trovello.com.au about a Role brief that looks false, an Employer contacting a Candidate before Release, or anyone asking a Candidate for money or bank details. Trovello never asks Candidates for payment during the Pilot, and an Employer must not ask a

Candidate for any fee, charge or payment connected with a role or the hiring process. We contact Candidates about a role only by the emails the Privacy Policy lists. We deal with a Role brief reported as false under clause 13.9.

7. How software and AI are used

7.1 Software checks eligibility, scores and ranks Candidates, decides who is on a Shortlist, including who is added under clause 13.6A, applies the Blocklist, and releases details when a Decline window ends without a decline. During the Pilot, a Trovello founder may review a release before it happens, and may stop it. No one at Trovello reviews a Shortlist before the Employer sees it.

7.2 The Scoring engine only includes a Candidate who passes every eligibility check and reaches the minimum match score Trovello sets. A Role brief can therefore return a short Shortlist, or none.

7.3 For Early Career Candidates only, two optional written answers are scored. Each is marked on screen as scored with AI assistance. We send the answer, the question text and a fixed list of Marker names to Claude, an AI model made by Anthropic, which we use through Anthropic's API. It detects Markers in the answer. The answer may be processed outside Australia, including the United States. We do not send your name, email address, phone number or account identifier, but the answer itself may identify you. The band for the answer is then worked out in code from the Markers found. Established Professional profiles have no scored written answers.

7.4 The Platform does not show you the score given to a written answer, and there is no appeal feature. You can:

- ask us for the Personal information we hold about you, including any recorded scores and Markers
- ask us to correct anything that is wrong
- ask a Trovello founder to review an eligibility result, an inference or a Marker you disagree with
- ask for a reasonable adjustment if a question or process puts you at a disadvantage.

7.5 After a correction, we consider whether any eligibility result or Marker should be reassessed, and we tell you the outcome. Send any of these requests to hello@trovello.com.au. Response times: Acknowledged within 5 business days. Answered within 30 calendar days, with reasons given if it will take longer.

7.6 Employers decide whom to progress, interview and hire. The software still shapes which Candidates an Employer sees, which is why clause 7.4 lets you ask a person to review a result.

7.7 **Changes after Release.** We do not rewrite the record of what was released. If you change your answers on screen after your details were released to an Employer, and the change means you no longer pass an eligibility check for that Employer's role, we tell that Employer, whatever you choose: "This candidate has updated their profile and may no longer meet one of your requirements." The note names no requirement and no answer. We show you its words before you save. For any other change, you can choose on screen whether we tell that Employer which questions you changed. We never send your old or new answers. If we correct your answers at your request after Release, and you ask us to, we tell each Employer that received them. We send these notes only while the role is open, and only to the Employer user who created the Role brief, if that person still has an account. A

note you ask for names only questions whose answers that Employer received. We add a note of each one to our record of the Release.

Part B: Candidate terms

8. Your profile and the Shortlist

8.1 You answer the structured questions for your career level. Your answers must be truthful and current. After you submit your profile, you can view and change your answers on screen, one section at a time. We keep a history of which questions you changed and when. It holds no answer text. Only Trovello's founders can see it, and it is deleted with your account. Your career level cannot be changed after you submit. Changing career level while your profile is in draft removes answers and selections that do not apply to the new level. You can also ask us for your answers, and ask us to correct them, at hello@trovello.com.au. After you submit, your dashboard shows a short "How you work" summary written from your answers. It restates your answers. It is not an assessment of you, and it does not affect matching.

8.2 Your written answers, including any Free-text answer, are part of what an Employer receives at Release. Do not include other people's Personal information in them, or sensitive information about yourself, such as your health, that the question does not ask for.

8.3 We score your profile against Role briefs and may include you in a Shortlist. Being included is never promised. It depends on which Employers post Role briefs, what those briefs ask for, the eligibility rules for the role, and how your answers compare with other Candidates' answers.

8.4 On a Shortlist, an Employer sees you only as a Shortlist card with a Reference code. Your name, contact details, resume, employer names, written answers, salary figure and visa date are withheld. In a small pool, an Employer could still work out who you are from the rest of the card. These terms forbid Employers from trying (clause 15).

8.5 Your salary expectation is optional. If you give a figure, that figure is never released to an Employer. An Employer sees only a Remuneration band: aligned, slightly above, well above or not compared.

8.6 If a visa expiry date applies to you, an Employer sees only a flag when the expiry falls within 12 months. The date itself is never shown or released.

8.7 Your answer about your right to work is used to check whether you are eligible for a role, and it is part of your Released details.

8.8 When you are shortlisted, your dashboard shows a "You have a match" card with the function only. The Employer is named only in the email about a Progression request (clause 11).

8.9 **Your resume.** You can upload a resume if you choose. It is optional and never affects your matching. It must be a PDF or Word (.docx) file, within the size limit shown on screen. When you upload it, we tell you that your resume goes to an Employer with your other Released details unless you decline that Employer's request. The request email and the list of what would be shared name your resume. The Employer receives the resume on file when your details are shared. Before you upload your resume, please remove your referees' names and contact details. You can write "referees available on request" instead. Once your resume has been released, we cannot recall the

copy the Employer received. The Employer must follow clause 16, including its deletion rules. You can delete or replace your resume at any time. Deleting or replacing it changes your own copy only. If you delete your profile, your own copy of your resume is deleted with it. A copy an Employer has already received stays with that Employer, including in its account on the Platform, under the deletion rules in clause 16, even if you later delete or replace your resume or delete your profile. We remove the copy in the Employer's account on the Platform when the Employer's access ends, 12 months after the role closes (clause 16.6). The Employer may already have downloaded it, and Trovello cannot undo that. Trovello's restricted record of the Release keeps only the fact that a resume was released, with its file name and date, not the file.

9. Candidate fees

9.1 Trovello is free for Candidates during the Pilot. No Candidate is charged.

9.2 If Trovello later offers a paid feature to Candidates, it will do so only after legal clearance. Any such feature will come with new terms, and no Candidate will be charged unless they agree to those terms first.

10. Your controls

10.1 **Pause.** You can pause your profile in your settings. While paused, you are left out of new Shortlists and no Employer can make a new Progression request for you. Un-pausing makes your profile active again.

10.2 **Pause and requests.** If your profile is paused when an Employer asks for your details, the request does not go ahead and nothing is released. If you pause your profile at any point after a request is made, that request also stops and nothing is released for it.

10.3 **Emails.** Pausing is not an email opt-out or an unsubscribe. It stops new matches and new requests, so no new request email reaches you. We still email you about a request already made (pausing also stops that request), a Release made before you paused, a role that has closed after you were progressed, a deletion link you asked for, a warning before an inactive account is deleted (clause 5.7), and sign-in and account security. If you ticked the separate box asking for them, we also send you Trovello update emails, as the Privacy Policy explains. That box is not ticked to begin with, and accepting these terms does not sign you up for them. Pausing does not stop them. You can stop them at any time: use the unsubscribe link in any update email, which works without signing in, or turn off "Email updates" in your settings. Both take effect straight away. You can also email hello@trovello.com.au, and we stop within five working days. You still receive the emails listed above. The Privacy Policy lists every email we send.

10.4 **Blocklist.** You can name any organisation on your Blocklist. We match the names you type against the names Employers register and the other names they declare. An Employer whose name matches never sees you. We check your Blocklist when a Shortlist is built, when an Employer asks for your details, and again just before Release. A related company, an Employer registered under a different name, or a misspelt name may not be caught.

10.5 **Decline.** You can decline any Progression request within its Decline window. Clause 11 explains how.

10.6 **Access, correction and review.** Clause 7.4 applies.

10.7 **Deletion.** Clause 5.5 applies.

11. Progression: what is released, to whom, and how you stop it

11.1 **Who can ask.** An Owner of the Employer's Organisation, a Member assigned to the role, or a Hiring manager granted the role can ask for your details. They press "Ask for contact details" on your Shortlist card, then "Confirm progression request". That makes a Progression request.

11.2 **The email.** We then email you. The email names the Organisation's registered name and the function, lists what would be shared, including your Remuneration band and the resume on file when your details are shared, if you uploaded one, gives the deadline, and has a decline link that works without signing in.

11.3 **The deadline.** The Decline window starts only once that email has been sent and recorded. If the request is made on a NSW business day before 5pm Sydney time, that day counts; otherwise the next business day counts. The window closes at 5pm Sydney time on the second business day after that day. For example: A request at 10am on a Monday closes at 5pm on Wednesday; a request at 6pm on a Friday closes at 5pm on the following Wednesday. In short, you have two NSW business days, ending 5pm Sydney time.

11.4 **If the email cannot be sent.** If your address is on our do-not-send list because earlier email to it bounced or was reported, or if we cannot record that the email was sent, the request is refused and nothing is released. The Employer sees the same words as for any other request that does not lead to a Release (clause 11.11).

11.5 **If the email bounces later.** If the email bounces, or your address is added to our do-not-send list before the deadline, the request stops and nothing is released. Keep your email address current and check it.

11.6 **How to decline.** You can decline from the link in the email, without signing in, or from your dashboard. Anyone holding the link can use it, so a forwarded email works. You can decline only while the request is pending and inside its Decline window. A decline is final for that request. It applies to that role only, not to you as a Candidate.

11.7 **If you do not decline.** If you did not decline within the Decline window, and nothing in clauses 10.2, 10.4, 11.5, 11.12 or 11.13 stopped the request, your details are released when our release process runs, at or shortly after the deadline (or, where a founder review is still needed, once a founder approves it, within one NSW business day of the deadline), and only if every check still passes and, where a Trovello founder reviews the Release, the founder approves it. If a founder review is still needed at the deadline, the request waits for it instead of becoming unavailable. The founders complete the review within one NSW business day of the deadline. If a reviewing founder does not approve it, or a check fails, nothing is released. If your details are released, we email you to say so. If you change your answers during the Decline window, the Release uses your latest answers, and one of those checks is that you still pass every eligibility check for the role.

11.8 **What is released.** Your name, email address and phone number; your answers to the Trovello profile questionnaire, other than the items listed in clause 11.9; a Remuneration band; and the resume on file when your details are shared, if you uploaded one. Your answer about your right to work and all your written answers are included.

11.9 **What is not released.** Your salary figure, your job-search status, your visa expiry date, your short-term and long-term incentive expectations, your Blocklist, and your written-answer scores and Markers. Your career level is not sent as a field, although an Employer may be able to tell it from which questions you answered. The job title you can add in settings is not released.

11.10 **Who at the Employer can see them.** The Owners of the Organisation, Members assigned to that role while they remain Members, and Hiring managers granted that role, who may sit outside the Organisation. Other Members cannot see them.

11.11 **What the Employer sees while it waits.** From the moment of the request until the deadline, the Employer sees "Outcome available after", followed by the deadline, which is set when the request is made. If the request is waiting for a founder review after the deadline, the Employer keeps seeing "Outcome available after" and the deadline until the founder decides. If your details are not released, the Employer sees "Unavailable", and only after the deadline, whatever the reason, including a decline. This covers every case: for example, if you declined, if the Employer matched your Blocklist, if your profile was paused when the Employer asked or at any point after, if the email could not be sent or recorded, if it bounced or your address was added to our do-not-send list before the deadline, if your changed answers no longer passed an eligibility check for the role, if a founder did not approve or stopped the Release, or if you deleted your profile during the window. The words are the same in every case, so the Employer cannot tell which applied.

11.12 **Deleting your profile during the window.** Deleting your profile while a request is pending stops the Release. Nothing is released.

11.13 **If the role closes.** Nothing is released after a role closes. If your request was still pending, we email you to say nothing was passed on.

11.14 **How long the Employer can see your details.** The Employer can see your Released details on the Platform until 12 months after the role closes. We then keep a copy as a restricted record, readable only by Trovello's founders, until 3 years after the Release or until the Employer's access ends, whichever is later, and then delete it. If you delete your profile after a Release, the Employer's copy stays for the same period and is marked as no longer on Trovello. That includes the copy of your resume the Employer was sent, which stays in the Employer's account on the Platform until the Employer's access ends and is then removed. The Employer may already have downloaded it, and Trovello cannot undo that. Your own copy of your resume is deleted with your profile (clause 8.9). The restricted record keeps only the fact that a resume was released, with its file name and date, not the file. Clause 16 sets out what the Employer must do with your details, including copies it holds outside the Platform.

Part C: Employer terms

12. Employer accounts and Employer users

12.1 An Employer joins Trovello when an Employer user registers it, or when we onboard it ourselves. During the Pilot, a new Organisation can be created only through Trovello's admission process, using a confirmed email address approved for that purpose. Other Employer users join by a colleague's invitation link, by confirming an email address at the Organisation's domain, or by invitation onto one role as a Hiring manager.

12.2 To register, we ask for your name, work email address, Organisation name and a password. Your job title and any other names your Organisation uses are optional.

12.3 A colleague with a confirmed email address at the Organisation's domain can join as a Member while auto-join is on. Auto-join is on unless an Owner turns it off. Public email domains, such as free webmail addresses, are refused. A Member who joins this way sees no Role brief until someone assigns them to it. We use the email domain as a check that a person belongs to the Organisation. It is not proof that they work there.

12.4 **Authority.** Each Employer user who accepts these terms on an Employer screen, other than a Hiring manager, confirms that they are authorised to accept them for the Employer, to post Role briefs for it and to receive Candidate details on its behalf. The Employer is bound by these terms. The Employer is responsible for the Employer users it lets in, including any Hiring manager it invites, whether from inside or outside the Organisation. A breach of these terms by any Employer user, including a Hiring manager from outside the Organisation, is treated as a breach by the Employer.

12.5 **Kinds of Employer user.** An Owner sees every Role brief of the Organisation and manages access. A Member sees a Role brief only when they created it or are assigned to it. A Hiring manager is invited onto one Role brief, may sit outside the Organisation, and can do everything on that role except pay for it or close it. A recruiter from outside the Organisation, such as an agency, can only be given access as a Hiring manager on a specific role. During the pilot, every employer user, including an outside hiring manager, must be based in Australia and access the Platform from Australia.

12.6 **Removing access.** Removing a Member's assignment to a role, or a Hiring manager's grant, ends their access to that role at once. We remove a Member from the Organisation when you ask us. You must remove a person's access promptly when they leave or no longer need it. To remove a person from the Organisation entirely, email hello@trovello.com.au.

13. Role briefs, Shortlists and when a role closes

13.1 You post a Role brief and answer its questions, including a salary range. Submitting a Role brief is free.

13.2 Trovello produces Shortlists by running its matching process, not in real time. Each Shortlist has up to five Candidates, or more where scores tie exactly, who pass every eligibility check you set and reach the minimum match score Trovello sets, ranked by score. Candidates added after unlock under clause 13.6A are in addition to these.

13.3 **Before a Shortlist unlocks.** Your Role brief stays open for matching until you close it. A Role brief may return nobody. If it does, it stays open, with no fee, until a Candidate matches or you close it.

13.4 **When a Shortlist is ready.** A Shortlist is ready when it holds at least one eligible Candidate. We email you when it is ready and tell you how many Candidates it holds. That email has a simple unsubscribe link that works without signing in. Unsubscribing does not stop matching. The number can change before unlock, because Candidates can pause, delete their profile or become unavailable, and the email says so. At checkout, before you unlock, you are shown the current number of Candidates on the Shortlist, and you choose whether to unlock (clause 14.7). If no eligible Candidate is on it when it unlocks, we will refund the fee in full or, if you asked for an invoice, cancel it. No fee is payable unless you choose to unlock a ready Shortlist.

13.5 **Delivery.** Delivery is when the Shortlist is unlocked in your account, after your card payment is approved or when you ask for an invoice. You buy the Shortlist as it stands at unlock: up to the top five Candidates on it at that moment, or more where scores tie exactly. The fee also covers any Candidate added later under clause 13.6A, at no extra charge. One eligible Candidate is full delivery. We do not promise any minimum number of Candidates. This definition of delivery also appears at checkout and on your receipt or invoice.

13.6 **No re-matching after unlock.** Once a Shortlist unlocks, the role is not re-matched. No Candidates are added to it, except under clause 13.6A or as a remedy under clause 14.11. There is no separate replacement Shortlist.

13.6A **Adding a Candidate when one is Unavailable.** If a Candidate you asked for shows as "Unavailable" (clause 11.11), for any reason, we add the next eligible Candidate, if there is one, to your unlocked Shortlist at that time, so you keep up to five Candidates who are not Unavailable. The next eligible Candidate is the highest-ranked Candidate who passes every eligibility check and reaches the minimum match score at that time, and has not already been on that Shortlist. They appear as a Shortlist card. You ask for their details in the usual way, and they have their own Decline window (clause 11). We add Candidates only while the role is open, the unlock has not been refunded or cancelled, and the 90 days in clause 13.7 have not ended. Adding a Candidate does not extend those 90 days. If no other Candidate is eligible, no one is added. There is no extra charge for a Candidate added under this clause. We do not tell you why a Candidate is Unavailable (clause 15.5).

13.7 **When the role closes.** You can make a Progression request for any Candidate on an unlocked Shortlist for 90 days from unlock. After that, the role takes no new requests. While a card dispute about the fee for that role is open, no new Progression request can start. If the dispute is decided against Trovello, no new requests can start for that role. Requests already under way are not affected. A request made within the 90 days runs its full course, and the role closes once the last pending request is resolved. An Owner or an assigned Member can close the role earlier. When a role closes, any Progression request still in its Decline window ends and nothing is released. To keep looking after that, submit a new Role brief, which carries its own fee.

13.8 **Changing a Role brief.** You may edit a Role brief before submitting it. Once submitted, its answers are locked and cannot be changed. If you want to change a submitted Role brief, you must submit a separate Role brief. Submitting it is free, and its own fee is payable only if you unlock its Shortlist (clause 14.2).

13.9 **Genuine roles only.** Trovello may decline or withdraw a Role brief where it has reasonable grounds to believe the brief is not a genuine current vacancy, charges or recruits Candidates for a fee, or sets a preference the law does not allow. We will tell you which requirement is the problem and why. Where the brief can be put right, such as by submitting a corrected Role brief without the preference, we will give you a reasonable chance to do so first. Where we need to act at once to protect Candidates or other people, we may suspend the Role brief straight away and then follow these steps. You can ask for our decision to be reviewed by emailing hello@trovello.com.au. No fee is payable if this happens before the Shortlist unlocks. After unlock, we keep a fair part of the fee that reflects the work already done, and refund the rest. A corrected Role brief submitted after a withdrawal is a new Role brief under clause 13.8: submitting it is free, and its fee is payable only if you unlock its own Shortlist.

13.10 Candidates give their own answers. We do not check that they are true.

13.11 Every decision to progress, interview, offer or hire is yours. We make no hiring decisions and give no advice on yours.

14. The employer fee, and what happens if we fall short

14.1 **The fee.** The fee during the Pilot is $1,500 per role brief.

14.2 **When it is payable.** The fee is payable only if you choose to unlock a ready Shortlist. It is not payable when you submit a Role brief. A Role brief that returns no eligible Candidate is never charged.

14.3 **Cancelling before unlock.** You can withdraw a Role brief at any time before you unlock its Shortlist, at no cost, by closing it or by emailing hello@trovello.com.au.

14.4 **What the fee buys.** The fee buys the unlocked Shortlist, including any Candidate added under clause 13.6A, and the service described in clause 13 for that role, not a hiring outcome. There is no placement fee. We charge nothing when you progress, interview, offer or hire a Candidate.

14.5 **Declines and unavailability.** No refund is due if you progress nobody, if you progress someone and do not hire, or if a Candidate declines, matches your Organisation on their Blocklist, pauses, deletes their profile or otherwise becomes unavailable after unlock. A Release a founder stops to protect a Candidate is treated the same way. No refund is due if no Candidate can be added under clause 13.6A.

14.6 **GST.** Fees are stated exclusive of GST. Where GST applies, it is added at the rate that applies.

14.7 **Paying the fee.** At checkout you are shown the current number of Candidates on the Shortlist, and you choose whether to unlock it. You can pay by card or ask for an invoice.

(a) By card. Card payments are processed by Stripe, our payment provider. Your card details are held by Stripe, never by Trovello. The Shortlist unlocks as soon as your card payment is approved. If the payment is declined, nothing is charged and the Shortlist stays locked.

(b) By invoice. We issue the invoice through Stripe to your organisation's billing email, or to you if no billing email is set, and the Shortlist unlocks straight away. The fee is then owed, and payment is due within 14 days of the invoice date. If the Shortlist is empty when you ask, no invoice is issued and nothing is owed.

If an invoice is overdue, we will remind you, and we may decline further unlocks until it is paid.

We issue a receipt for each payment, and a tax invoice where GST applies. The checkout and your receipt or invoice state what counts as delivery (clause 13.5).

14.8 **Fees after the Pilot.** A different fee will apply only after notice under clause 22, and only to Role briefs submitted after it takes effect.

14.9 **Not hiring someone is different from a failure of service.** If no one is hired, the service has still been supplied. If we fail to supply the service we promised, clauses 14.10 to 14.14 apply.

14.10 **Defective delivery.** A delivery is defective if:

- the unlocked Shortlist includes a Candidate whose answers, as given to us, do not meet an eligibility requirement you set in the Role brief, or
- a fault in the Platform stops you seeing the unlocked Shortlist or the Released details.

14.11 **Remedy for a defective delivery.** Tell us at hello@trovello.com.au. We will replace the defective entry with the next eligible Candidate, or restore your access, within 5 Business days of you telling us. If we cannot, including because no eligible Candidate remains, we will refund the fee for that Role brief in full.

14.12 **If we withdraw access.** If we withdraw your access to an unlocked Shortlist for our own reasons within the 90 days in clause 13.7, we will refund the fee for that Role brief in full. This clause does not apply if we suspend or close your account because you breached these terms (clause 5.8), or withdraw a Role brief under clause 13.9. Clause 13.9 sets out what is refunded in that case.

14.13 **How a refund is worked out.** A refund under clause 13.4, 14.11 or 14.12 is the whole fee paid for that Role brief, together with any GST you paid on it. These whole-fee refunds are an extra promise from us. They do not limit a partial refund, compensation or any other remedy you have under clause 21. Any refund is paid within 14 days of Trovello agreeing it is due. A refund is paid to the card you used or, if you paid an invoice, in the way we agree with you. If the invoice has not been paid, we cancel it instead.

14.14 These remedies sit alongside your rights under the Australian Consumer Law (clause 21). They do not replace or limit them.

15. Employer acceptable use

15.1 You must not try to identify a Candidate whose details have not been released to you. This includes cross-referencing other sources, asking us, asking your network, and any technical means. If you think you recognise a Candidate from a Shortlist card, you must not act on it or contact them outside the Platform.

15.2 You must not scrape, copy or bulk-extract Shortlist content, and you must not store Shortlist card content outside the Platform.

15.3 The Platform has no export or bulk download feature. Where a Candidate's resume is released to you, you open it through a short-lived link to that one file. Any copy you keep is subject to clause 16.

15.4 You must not contact a Candidate about a role before their details are released to you.

15.5 If a Candidate shows as "Unavailable" for your role, we will not tell you why. The words are the same whatever the reason.

15.6 You must not use the Platform to advertise services to Candidates.

15.7 You must comply with anti-discrimination, privacy and employment law when you use Candidate details.

15.8 You must not ask a Candidate for any fee, charge or payment connected with a role or the hiring process. If you do, clause 13.9 applies to the Role brief concerned.

15.9 You must not use a Shortlist card or Released details to infer or act on a Candidate's age, sex, race, disability or any other attribute protected by anti-discrimination law, except where the law allows.

16. Released details: use, copies and incidents

16.1 Released details reach you because the Candidate was told who you are and what would be shared, had the chance to decline, and did not decline within the Decline window. That is not agreement by the Candidate to any other use.

16.2 **Who may see them.** On the Platform, only Employer users with access to that role, and only those who need them for that role, may see Released details. Outside the Platform, you may keep Released details in your own recruitment systems, and share them only with people in your Organisation, and service providers acting for you, who need them to handle your recruitment for that role and who are bound to keep them confidential. You must not share them with anyone else.

16.3 **Use for that role only.** You may use Released details only to assess and contact that Candidate about that Role brief. You must not use them for another role, for a talent pool, for marketing, or for any other purpose.

16.4 **Outside recruiters.** A recruiter from outside your Organisation may see Released details only as a Hiring manager on that role. They may use them only for that role and only on your behalf. They must not add them to their own records or use them for another client. A Hiring manager from outside your Organisation is also bound by this clause personally, because they accepted these terms when they joined. You are responsible for making sure they keep to this clause, and a breach by them is treated as your breach (clause 12.4).

16.5 **Copying.** The Platform has no export feature. Released details are shown on screen and can be copied, and a released resume can be opened, through a short-lived link to that one file, and saved. There is no bulk download. You may copy only what you need into your own recruitment systems for that role, as clause 16.2 allows. Every copy is subject to this clause, including the deletion rule in clause 16.7.

16.6 **How long you can see them on the Platform.** Until 12 months after the role closes. After that, Trovello keeps a restricted record, readable only by Trovello's founders, until 3 years after the Release or until your access ends, whichever is later, and then deletes it. For a resume, the restricted record keeps only the fact that a resume was released, with its file name and date, not the file. The released resume file is removed from your account on the Platform when your access ends.

16.7 **Deleting your copies.** You must delete every copy of Released details you hold outside the Platform when you no longer need it for that role, and in any case within 12 months after the role closes, unless you hired the person. When we ask, you must confirm in writing that these copies have been deleted, or tell us which exception applies. We may also require you to delete a Candidate's Released details earlier, including every copy, where we consider this necessary to protect the Candidate. We do not have to give you the reason. You must then delete them and confirm in writing that you have done so.

16.8 **Security and incidents.** You must keep Released details and every copy secure. Tell us at hello@trovello.com.au immediately, and in any case within 24 hours, including weekends, after you become aware of any loss, misuse or unauthorised access to Released details. Then keep us updated

as you learn more. This includes any disclosure these terms do not allow, and anything done by a Hiring manager or an outside recruiter. Give us the information we reasonably need to respond. This does not replace any obligation you have under the law, such as notifying people affected by a data breach.

16.9 **Changes after Release.** If a Candidate changes their answers after Release, the record of what was released is not rewritten, and the Released details you received do not change. While the role is open, we email the Employer user who created the Role brief in two cases. First, automatically, if the change means the Candidate no longer passes an eligibility check for that role. The email says: "This candidate has updated their profile and may no longer meet one of your requirements." It names no requirement and no answer. Second, if the Candidate asks us to tell you, we name the questions they changed, but not their answers. We also tell you if we correct a Candidate's answers at their request and they ask us to. We add a note of each email to our record of the Release.

Part D: Legal terms for everyone

17. Availability and changes to the service

17.1 We aim to keep the Platform available. We do not promise that it will be uninterrupted or free of errors. It is a pilot and it changes.

17.2 We may change, suspend or withdraw features for security, legal or technical reasons, or to improve the service.

17.3 Where a change would materially reduce the service, we will give account holders notice in the same way as a material change to these terms under clause 22.2.

17.4 **Urgent changes.** We may make a change with less notice, or none, where it is needed to deal with a serious security risk or to comply with a law, a court order or a regulator. The change will go only as far as that need requires. We will tell affected account holders as soon as we reasonably can and explain why.

17.5 If a change affects a Role brief for which a fee has been paid, clauses 14.10 to 14.14 apply. A change made to improve the service will not reduce the service for an unlocked Role brief during the 90 days in clause 13.7.

17.6 No change to the service can authorise a materially different use or disclosure of Personal information. Clause 22.7 applies.

18. Intellectual property

18.1 We own the Platform, its questions, its scoring method and its content.

18.2 You keep ownership of what you write. You give us the right to use what you submit to run the service described in these terms and in our Privacy Policy.

18.3 You must not copy, adapt or reuse our questions, our scoring method or our content outside the Platform.

19. Liability to Candidates

19.1 Trovello is free for Candidates during the Pilot. We do not promise any Candidate a place on a Shortlist, a progression, an interview or a job.

19.2 We are responsible for loss you suffer because of our own breach of these terms, our own negligence, or our own failure to handle your Personal information as the Privacy Policy and the law require, including a disclosure of your details that these terms do not allow.

19.3 We are not responsible for what an Employer does with your Released details outside the Platform, except to the extent that our own breach of these terms, of the Privacy Policy or of the law caused or contributed to your loss. Employers are bound by clause 16 and by their own legal obligations.

19.4 These terms do not cap our liability to Candidates.

20. Liability to Employers

20.1 We do not promise any hiring outcome. Clause 14.9 explains the difference between no hiring outcome and a failure to supply the service.

20.2 **Cap.** Each party's total liability to the other for all claims about a Role brief is limited to the greater of the fees paid or payable and $10,000,000. The fees counted are those paid or payable for that Role brief in the 12 months before the claim.

20.3 **What the cap and the indirect-loss exclusion do not cover.** Neither the cap in clause 20.2 nor the exclusion in clause 20.4 applies to either party's liability for its own unauthorised use or disclosure of Personal information, for fraud or for wilful misconduct. This includes an Employer's use or disclosure of Released details that clause 16 does not allow.

20.4 **Indirect loss.** Subject to clause 20.3, neither party is liable to the other for indirect or consequential loss. In this clause, indirect or consequential loss means loss that does not arise naturally, in the usual course of things, from the breach or event concerned, and that the parties could not reasonably have expected, when these terms were accepted, to be a likely result of it. It does not include the reasonable costs of responding to a data incident, of notifying and supporting people affected by it, or of meeting a third party's claim that arises from the breach.

20.5 We are not responsible for the accuracy of what Candidates tell us, except as clause 14.10 provides.

20.6 This clause is subject to clause 21.

21. Consumer law

21.1 Nothing in these terms excludes, restricts or modifies a consumer guarantee, right or remedy under the Australian Consumer Law, or any other law, that cannot lawfully be excluded, restricted or modified.

21.2 This clause applies to Candidates and to Employers.

21.3 The refunds Trovello promises in clause 14 are in addition to these rights. They do not limit a refund, compensation or other remedy the Australian Consumer Law gives you.

22. Changes to these terms

22.1 We may change these terms for legal, security or technical reasons, or to reflect a change in the service made under clause 17. The current version carries its date and is published on our website.

22.2 **Material changes.** We will email every account holder from hello@trovello.com.au at least 30 days before a material change takes effect. When you next sign in after it takes effect, we will ask you to accept the changed terms. If you do not agree to a change, you may close your account before it takes effect. Until you accept, you can still close your account, or ask us to delete your profile under clause 5.5.

22.3 **Minor changes.** A change is minor only if it does not reduce your rights or add to your obligations, for example correcting an error or updating contact details. A minor change takes effect after we tell account holders about it. You do not need to accept it again.

22.4 **Urgent changes.** We may make a change with less notice where it is needed to deal with a serious security risk or to comply with a law, a court order or a regulator. The change will go only as far as that need requires, and we will tell account holders as soon as we reasonably can and explain why.

22.5 **No backdating.** A change does not apply to a Progression request already in its Decline window, to a fee already incurred, or to a Role brief whose Shortlist unlocked before the change takes effect.

22.6 **Fees.** A change to the employer fee applies only to Role briefs submitted after it takes effect. Clause 9.2 applies to any charge for Candidates.

22.7 **Personal information.** No change to these terms can authorise a materially different use or disclosure of Personal information. How we handle Personal information is governed by the Privacy Policy. A materially different use or disclosure needs a change to the Privacy Policy, with fresh notice to you and, where the law requires it, your consent.

23. Which document prevails

23.1 These terms govern the agreement between you and Trovello: the service, fees, remedies and each party's obligations.

23.2 The Privacy Policy and the Collection Notice govern how Trovello handles Personal information. If these terms and the Privacy Policy conflict about how Trovello handles Personal information, the Privacy Policy prevails. Clause 16 governs what an Employer may do with Released details. The Collection Notice summarises the Privacy Policy. If they differ, the Privacy Policy prevails.

23.3 Nothing in these terms permits a use or disclosure of Personal information that the Privacy Policy does not describe.

23.4 On-screen text, emails and other material we publish help explain the service. If they conflict with these terms, these terms prevail.

23.5 During the Pilot Trovello does not sign separate Employer agreements. These terms apply to every Employer, and an Employer's purchase order or supplier terms do not apply to Trovello.

24. Governing law

24.1 These terms are governed by the laws of New South Wales, Australia.

24.2 You and Trovello submit to the exclusive jurisdiction of the courts of New South Wales, and of the courts that hear appeals from them.

24.3 Nothing in this clause takes away a right you have under the Australian Consumer Law or any other law that applies regardless of these terms, including your right to take a dispute to a tribunal.

25. How to contact us

25.1 Email hello@trovello.com.au. Questions, access requests, corrections, requests for review, deletion requests and complaints all go to that address.

25.2 Trovello Pty Ltd, Sydney, NSW, Australia. ACN 700 166 721.

26. What continues after an account closes

26.1 Clauses 15, 16, 18, 19, 20, 21, 23 and 24 continue after an account closes, a user leaves, a role closes or these terms end, for as long as an Employer or anyone acting for it holds Released details, and otherwise for as long as they are needed to deal with anything that happened before.