

TERMS OF USE & PRIVACY POLICY

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS WEBSITE OR SERVICES PROVIDED FROM THIS WEBSITE.

As of May 2017

The terms and conditions (“**Terms**”) on which JobTech Pte. Ltd. (“**JobTech**”, “**we**”, “**our**” or “**us**”) provides customers with access and use of our services (our “**Services**”) and website *.jobtech.sg (our “**Website**”) are set out below.

If you do not agree with any of the Terms, please discontinue your use of this Website.

1. **DEFINITIONS AND INTERPRETATION**

1.1 In these Terms, unless the context otherwise requires:

“**Account**” shall have the meaning ascribed to it in Clause 4.1;

“**Company Profiles**” means profiles created by Employers;

“**Content**” means text, graphics, images, music, software, audio, video, information, news, advertisements, listings, pricing, comments, ideas, data or other materials made available on or through our Website;

“**Employers**” shall have the meaning ascribed to it in Clause 8.1;

“**Intellectual Property Rights**” means (a) patents, trade marks, service marks, logos, get-up, trade names, internet domain names and other internet locators referenced via any specific uniform resource locator, rights in designs, copyright (including rights in computer software) and moral rights, database rights, business processes, rights in know-how, inventions, formats, rights protecting trade secrets and confidential information and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world and for the full duration of such rights (including any extensions and renewals and rights of priority) and all applications and rights to apply for the protection of any of the foregoing rights; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right under sub-paragraph (a) above; (c) rights of the same or similar effect or nature as or to those in sub-paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past, current or future infringements of any of the foregoing rights in each case;

“**Member**” means a user who completes the account registration process in accordance with Clause 4;

“**PDPA**” means the Singapore Personal Data Protection Act 2012 (No. 26 of 2012) as may be in force from time to time;

“**Personal Data**” shall have the meaning ascribed to it in Clause 10.2; and

“**Services**” include websites, software, analytics and services.

1.2 In these Terms:

- (a) references to “you” and “your” refers to the user or viewer of our Website; and
- (b) words denoting persons include individuals, companies, bodies corporate, partnerships, firms, trustees, trusts, executors, administrators or other legal representatives, joint ventures, syndicates or other business enterprises, any governmental, administrative or regulatory authorities or agencies, unincorporated associations of persons, and their respective successors, legal personal representatives and assigns, as the case may be.

2. ACCEPTANCE OF TERMS

By accessing or using our Website, you confirm and agree that:

- (a) you have read and understood these Terms and agree to be legally bound by these Terms including our Privacy Policy as set out in Clause 10;
- (b) if you accept or agree to these Terms on behalf of a company, any other legal entity or person, you represent and warrant that you have full power and authority to bind such company, legal entity or person to these Terms, and in which case, references to “you” and “your” shall, where applicable, include such company, legal entity or person;
- (c) we may amend these Terms at any time and without prior notice. Such amendments will be effective immediately and shall apply to any information you provide or your use of the Website. Your use and access of our Website after such amendments to these Terms will constitute your acceptance and agreement to these Terms as amended;
- (d) our Website may contain links to other third-party websites. These websites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). Your access and use of these third-party websites may constitute acceptance of their terms of service, which are exclusive to these Terms;
- (e) we may, at any time, without notice, modify, suspend or terminate operation of or access to the Website, or any portion of the Website, for any reason; and
- (f) we may, at any time, without notice, interrupt the operation of the Website, or any portion of the Website, as necessary to perform routine or non-routine maintenance, error correction, or the introduction of new Content, facilities or Services.

3. GENERAL USER RESTRICTIONS

You undertake to and agree with JobTech that you shall not:

- (a) use our Website in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Terms, hack into, interfere with, disrupt, disable, over-burden or otherwise impair the proper working of our Website or our servers, which shall include without limitation to denial-of-service attacks, spoof attacks, session hacking, sniffing, tampering, spamming, reverse engineering, reprogramming, inserting malicious code including viruses or harmful data into our Website or any operating system, or otherwise or act fraudulently or maliciously;

- (b) infringe JobTech's Intellectual Property Rights or those of any third party in relation to your use of our Website;
- (c) transmit or past any material or message that is threatening, infringing, defamatory, abusive, disruptive, obscene, offensive or illegal in violation of the rights of any person or which constitute a criminal offence or otherwise violate any local, state, national or international law in relation to your use of our Website;
- (d) use our Website in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- (e) collect or harvest any information or data from our Website or its systems or attempt to decipher any transmissions to or from the servers running our Website;
- (f) reproduce, modify, copy, distribute or use for commercial purposes any of the Content without written permission from JobTech; or
- (g) upload or reproduce any information protected by any Intellectual Property Right without obtaining permission of the relevant Intellectual Property Right owner.

4. ACCOUNT REGISTRATION

- 4.1 You may register for an account with JobTech on our Website to become a Member ("**Account**").
- 4.2 You may register only one (1) Account unless prior written consent of JobTech is obtained. If we have reason to believe that you have set up more than one (1) Account, we reserve the right to take any or all steps in accordance with Clause 4.4.
- 4.3 If you register for an Account to become a Member, you represent, warrant and undertake that:
 - (a) you are at least 18 years of age;
 - (b) you are using your real identity;
 - (c) the information, Company Profiles and personal particulars you have provided to JobTech are true, accurate, complete and current in all respects;
 - (d) you will maintain and promptly update such information, Company Profiles and personal particulars provided and ensure that such information is kept true, accurate, complete and current at all times;
 - (e) you are solely responsible for maintaining the confidentiality of the username and password of your Account, agree not to share or permit any third party to access your Account and all activity that occurs under your Account as a result of your failing to keep the confidentiality of the username and password of your Account;
 - (f) you shall not assign or transfer your Account to any third party;
 - (g) you shall promptly notify us of any actual or suspected unauthorised use of your Account, or any loss, theft, unauthorised disclosure or other breach in security of your password;

- (h) you shall be responsible for and bound by all communications and online activity transmitted or conducted through the use of your Account; and
- (i) where you are registering for an Account for and on behalf of a company, any other legal entity or person:
 - (1) you have full power and authority to make such registration and to do all things and/or to enter into all transactions in connection with the Account on behalf of such company, legal entity or person; and
 - (2) all necessary actions have been taken to authorise the matters in paragraph (i)(1) above.

4.4 We reserve the right to but shall not be obliged to conduct verification and security procedures in respect of all information and Content provided by you to us. If we have reason to believe that any information, personal particulars and/or Content provided by you for the purposes of registration or through the Services breaches or is likely to breach any of these Terms, we may limit, suspend, deactivate, or terminate your Account. Any reinstatement of your Account shall be in our sole discretion. If you have reason to believe that JobTech's suspension, deactivation or termination of your Account is wrong, you may contact us providing sufficient details of your complaint as follows:

- (a) your particulars, including your full name, address, telephone number, and email address such that you may be contacted about your notice;
- (b) a description and particulars of the complaint; and
- (c) a signed statement that the above information is accurate.

4.5 Any Account that you may have with us is not transferrable and any rights to such Account will terminate upon your death (in the case of an individual or sole proprietorship) or dissolution (in the case of a partnership, company, body corporate or other entity not being a natural person).

5. WARRANTIES AND DISCLAIMERS

5.1 While we make every effort to ensure that our Website and all Content is accurate and complete, we disclaim any and all warranties of any kind, whether express or implied in connection with our Website to the extent permissible by law, including without limitation, any warranty:

- (a) on the accuracy, completeness, reliability or suitability of the use or results of the use of our Website;
- (b) on the accuracy, quality, completeness, timeliness, satisfactory quality, merchantability, fitness for a general or particular purpose, non-infringement or title of any software, communications, transmissions, information, data or Services provided pursuant to the Website;
- (c) that the functions contained in or access to our Website will be timely, of quality, suitable, available, accurate, uninterrupted, error-free, or without omission, that defects will be corrected;

- (d) on the security and privacy of internet transmissions, where any Content inputted or submitted on our Website may be read or intercepted by a third party, even if such transmissions are described to be encrypted;
- (e) that our Website or Content are free of viruses or other harmful components, or that the download, installation or use of our Website or any Content in or with any device will not affect the functionality or performance of the device; or
- (f) that our Website may contain links to third party websites which are not under JobTech's control, and we are not responsible for and do not endorse their content or their privacy policies (if any).

5.2 You acknowledge and agree that:

- (a) your access and use of our Website is at your sole risk;
- (b) JobTech neither assume nor accept liability for any loss or damage (whether direct or indirect), howsoever caused, as a result of any computer viruses, Trojan horses, worms, software bombs or similar items or processes arising from your use of the Website;
- (c) you shall comply with all applicable laws in any jurisdiction from which you are accessing our Website;
- (d) you are solely responsible for all your communications and interactions with other Members, other users of our Website, and other persons with whom you communicate or interact as a result of your use of our Website;
- (e) the Content may be used only for your personal use, and not for publication, distribution, transmission, retransmission, redistribution, broadcast, reproduction or circulation to a third party, and not for posting to other websites, forums, newsgroups, mailing lists, bulletin boards or other services operated by other websites;
- (f) JobTech has no control over the conduct of users of our Website, and may only take steps pursuant to Clause 4.4 in its own discretion;
- (g) JobTech is not a party to any agreement between Members; and
- (h) JobTech makes no representation that the material and information contained herein is appropriate or available for use in Singapore or elsewhere.

5.3 Access to our Website is dependent on third party service providers, including but not limited to network providers, data centres and telecommunication providers. JobTech makes no warranty that access to our Website will be uninterrupted, timely, secure, error-free or available at any time or all times.

5.4 Any warranty, term and condition which may be implied or incorporated within these Terms by reason of statute or common law or otherwise (including warranties as to description, merchantability, suitability, satisfactory quality and fitness for a general or particular purpose) is hereby expressly excluded.

6. INDEMNITY AND LIMITATION OF LIABILITY

- 6.1 You agree to, on demand by JobTech, indemnify and hold JobTech, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including legal fees on a full indemnity basis), made against JobTech by any third party due to or arising out of or in connection with your use of the Website.
- 6.2 You agree that notwithstanding anything in these Terms, we shall under no circumstances whatsoever be liable to you whether in contract or tort (including negligence) or otherwise, for any economic loss, including loss of goodwill, profit, revenue, anticipated savings, data, or any loss that is indirect, consequential, incidental, special or secondary howsoever arising.
- 6.3 You agree that we shall not have any liability for any delay or default in the operation of the Website caused by circumstances beyond our control including but not restricted to acts of God, acts of the public, decrees or restraints by governmental authorities, telecommunications, computer or utilities failure, strikes, war, riots, insurrections, civil commotion and other causes of such nature. In any of the events mentioned above, we shall for the duration of such event, be relieved of any such obligation under the Terms as is affected by the said event.

7. **INTELLECTUAL PROPERTY**

- 7.1 You acknowledge and agree that:
- (a) all Intellectual Property Rights subsisting in our Website and Content (including, but not limited to the text, graphics, links and sounds) shall vest in and remain with JobTech and/or its licensors (as the case may be), and nothing in these Terms shall operate to vest any right, title or interest in our Website or Content in you;
 - (b) you may not otherwise copy, download, distribute, display, perform, adapt, modify, publish, create derivative works from, decompile, reverse engineer or otherwise deal with in any way all or any of the Content without the prior written consent of JobTech;
 - (c) all trade marks, service marks and logos displayed on our Website (whether registered or unregistered) are the property of JobTech and and/or its licensors (as the case may be), and you shall not use the name of JobTech or any of such trade marks, service marks and logos without the prior written consent of JobTech or such third party;
 - (d) you have no rights in or to our Website or Content and you shall not acquire any rights in any of them; and
 - (e) you have no right and shall not access our Website in source code form.
- 7.2 JobTech may invite you to submit reviews in relation to the Services provided. By providing such reviews, you consent and grant JobTech and its affiliates a non-exclusive, royalty-free, perpetual, transferable, irrevocable and fully sub-licensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display the reviews throughout the world in any media, now known or hereafter devised, for the purposes of promote, or market our Services, and (b) use the name that you submit in connection with such reviews. You acknowledge that JobTech may choose to provide attribution of your comments or reviews at its discretion. You further grant JobTech the right to pursue at law any person or entity that violates JobTech's or your rights in the reviews from a breach of these Terms. You acknowledge and agree that the reviews you submit are non-confidential and non-proprietary.

8. POTENTIAL EMPLOYERS

- 8.1 JobTech hereby grants to users who are persons or organisations seeking candidates for employment (“**Employers**”) a limited, terminable, non-exclusive right to access and use the Website for internal business use in searching for and recruiting candidates.
- 8.2 The Employers undertake to and agree with JobTech that you shall not:
- (a) post job postings in a manner that does not comply with applicable laws, rules and regulations, codes of practice or guidelines;
 - (b) sell, promote or advertise products or services; and
 - (c) promote any job posting that does not represent bona fide employment.

9. OTHER CONTRACTS

Your use of the Website is subject to any other contracts that you may have with JobTech. In the event of any conflict between these Terms and the provisions of such contracts, the provisions of those contracts shall prevail.

10. PRIVACY POLICY

Collection of Personal Data

- 10.1 By accepting these Terms, you acknowledge and agree that JobTech may collect, use and disclose your Personal Data as provided in these Terms or your Personal Data obtained by JobTech’s affiliates, officers, agents or other partners, and employees as a result of your access and use of our Website, in accordance with the PDPA.
- 10.2 We may collect the following information from you or your representatives, third parties, or publicly available sources through your access and use of our Website (“**Personal Data**”):
- (a) your personal information provided to JobTech including information provided for the purposes of registration of an Account, by submission of any forms, questionnaires and content on our Website, or by corresponding with JobTech;
 - (b) personal information relating to a third party that you provide to us for any reason;
 - (c) your personal information that JobTech receives from third party sources; and
 - (d) your correspondence with us, or with third parties in which we are copied.
- 10.3 If you provide us with any Personal Data relating to a third party, by submitting such information to us, you represent and warrant that you have obtained such third party’s prior consent for our collection, use and disclosure of such third party’s Personal Data for the relevant purposes, except to the extent that such consent is not required under relevant law. You further agree to keep us fully indemnified from and against any and all liabilities, costs, expenses, damages and losses (including but not limited to any interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered by us arising out of or in connection with your (or those of your officers,

employees, advisors, agents and representatives) acts or omission, fault or negligence in performing these obligations or which results in us breaching any applicable laws.

- 10.4 Our Website may from time to time contain links, plug-ins, widgets or other connections to and from websites of our partner networks, advertisers and affiliates. We have no control over and are not responsible for the content on or obtained through these third party websites. These third party websites may have their own privacy policies. You agree that we will not be responsible or liable in relation to any policies or personal data that may be collected through these third party websites.

Purposes of Collection, Use and Disclosure of Personal Data

- 10.5 We may generally use and/or disclose your Personal Data to our affiliates and their officers, directors, employees, business partners and agents for the following purposes:
- (a) to enable your access and use of our Website and improve your browsing and user experience;
 - (b) to respond to your queries and requests, and act on complaints, suggestions and/or comments to us;
 - (c) keep track of your search and usage records;
 - (d) to manage our infrastructure and business operations and comply with internal policies and procedures;
 - (e) to verify your identity and any information provided by you to us;
 - (f) to provide media announcement and responses;
 - (g) to perform analytics and tracking, and conduct market research;
 - (h) to monitor or record phone calls and customer-facing interactions for quality assurance, employee training, performance evaluation and identity verification purposes;
 - (i) to conduct audits, reviews and analysis of our internal processes, action planning, and manage commercial risks;
 - (j) to comply with any applicable laws, rules and regulations, codes of practice or guidelines, or assist in law enforcement and investigations by relevant authorities; and
 - (k) purposes related to and in connection with the foregoing.

Disclosures of Personal Data

- 10.6 We may disclose your Personal Data to third parties such as service providers and professional advisers for the following purposes:
- (a) to enforce or apply these Terms;
 - (b) to protect the rights, property and safety of JobTech and our affiliates, and other users of our Website;

- (c) to assist third party service providers or vendors in connection with services provided to us, and marketing promotions and services offered by us or our preferred partners;
- (d) for or in connection with any claim, demands, legal proceedings or prospective legal proceedings in connection with our Website;
- (e) for or in connection with any share or asset acquisition by or of JobTech, including the sale, purchase, merger, amalgamation or any other acquisition, disposal or financing of JobTech, an entity, a portion of an entity, or any business or asset of an entity;
- (f) to perform analytics and tracking, and conduct market research; and
- (g) to comply with any applicable laws, rules and regulations, codes of practice or guidelines, or to assist in law enforcement and investigations by relevant authorities.

Use of Cookies

- 10.7 We may collect and/or analyse anonymised information from you known as cookies when you access or use our Website, which enables certain useful features and functions on our Website such as remembering your Account information or browsing preferences. We use cookies for the following purposes:
- (a) to improve the efficiency of our Website and provide you with a better user experience while using our Website;
 - (b) to administer services to you and other services to advertisers;
 - (c) to collect usage statistics; and
 - (d) to allow business partners to collect information about your online activity when you access or use our Website. The information gathered by these business partners is non-personally identifiable information which is used to make predictions about your interests, characteristics or preferences and to personalise advertising.
- 10.8 You may disable the collection of cookies associated with the above by changing the settings on your browser. You acknowledge and agree that this may materially affect your user experience of our Website.

Withdrawal of Consent

- 10.9 You may withdraw consent in respect of any collection, use or disclosure of your Personal Data by us or make corrections to your Personal Data records by notifying us in writing.
- 10.10 Where your Personal Data has been received by us from third parties (including any business partners, sub-contractors in technical and payment services, advertising networks, analytics providers, search information providers and credit reference agencies), you should contact such party directly to make any queries, feedback and access and correction requests to us on your behalf.
- 10.11 If you withdraw your consent to any or all use by us of your Personal Data, depending on the nature of your request, we may not be in a position to continue providing our Services to you, and this may also result in the termination of any agreements with us and the breach of your contractual obligations or undertakings. We fully reserve all our rights and remedies in such event.

11. TERMINATION

11.1 Without prejudice to any other right or remedy available to us, we may terminate your Account at any time with immediate effect and without prior notice at our sole discretion under circumstances which include without limitation:

- (a) breach or violation of these Terms or other incorporated documents, guidelines or rules;
- (b) request by law enforcement or other government agencies;
- (c) deletion of your Account by you;
- (d) infringement of our Intellectual Property Rights or those of others;
- (e) discontinuance of or material modification to any of our Services;
- (f) technical or security issues or difficulties; or
- (g) extended periods of your inactivity.

11.2 Upon termination of your Account, we will:

- (a) remove any access to and bar any further use to all of our services that are associated with your Account; and
- (b) your password and all related information, files and content associated with your Account will be made inaccessible and unavailable on our Website.

11.3 Any termination of your Account shall be without prejudice to any other rights or remedies that we may be entitled to under these Terms at law or in equity, and shall not affect any accrued rights or liabilities nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

12. GENERAL

Remedies and Waivers

12.1 No failure on the part of JobTech to exercise, and no delay on its part in exercising, any right or remedy under these Terms will operate as a release or waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in these Terms are cumulative and not exclusive of any rights or remedies provided by law. Any release, waiver or compromise by JobTech shall be in writing and shall not be deemed to be a release, waiver or compromise of similar or any other obligations or terms in the future.

Illegality

12.2 The illegality, invalidity or unenforceability of any provision (or part thereof) of these Terms under the law of any jurisdiction shall not affect its legality, validity or enforceability under the

law of any other jurisdiction nor the legality, validity or enforceability of the remainder of such provision or any other provision.

No Partnership or Agency

- 12.3 Nothing in these Terms is intended to, or shall be deemed to establish any partnership or joint venture between the parties, nor constitute any party the agent of the other, or authorise any party to make or enter into any commitments for or on behalf of any other party (except as expressly provided for in this Agreement).

Contracts (Rights of Third Parties) Act

- 12.4 A person who is not party to these Terms has no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) to enforce any of these Terms, but this does not affect any right or remedy of a third party which exists or is available apart from the said Act.

Governing Law and Jurisdiction

- 12.5 These Terms shall be governed by, and construed in accordance with, the laws of Singapore. The parties agree to submit to the exclusive jurisdiction of the courts of Singapore.