## Terms of Use

Terms and Conditions for Jobseekers Using GetJobs Mobile App and Services.

- 1. The Terms and Conditions ("T&C") governing your access and use of GetJobs Services via GetJobs Mobile App are as defined below provided by GetJobs Pte Ltd (GPL). If you do not accept these T&C or you do not meet or comply with their provisions, you may not use GetJobs Mobile App and Services. These T&C are effective as of 1 January 2022.
- 2. Binding Agreement. These T&C (as they may be amended from time to time by GPL) form a binding agreement ("Agreement") between you and GPL. Your access to or use of GetJobs Mobile App and Services indicates your acceptance of these T&C. You are agreeing to use GetJobs Mobile App and Services at your own risk.
- 3. Definitions. The following definitions apply to this Agreement:
- 3.1 "Personal Information and Documents" includes any personal data and documents used during the provision of Services.
- 3.2 "Content" includes all Text, Graphics and Design used on GetJobs Mobile App and website.
- 3.3 "Design" includes the colour combinations and the page layout of GetJobs Mobile App and website.
- 3.4 "Document" refers to any documents you upload on GetJobs Mobile App.
- 3.5 "Employer" means the entity whose career and employment opportunities are promoted on GetJobs Mobile App.
- 3.6 "Graphics" includes all logos, buttons, and other graphical elements on GetJobs Mobile App and website.
- 3.7 "Jobseeker" means a User who is accessing GetJobs Mobile App to search for a casual job.
- 3.8 "Services" means any services provided by GPL via GetJobs Mobile App.
- 3.9 "GetJobs Services" means the recruiting platform operated by GPL on behalf of the Employer and includes the Content, Text, Graphics, Design, Personal information, Documents, Materials and Services (as applicable in each context).
- 4. Intellectual Property Rights and Acceptable Use of GetJobs Mobile App and Services.
- 4.1 General Use Rules. GetJobs Mobile App and Services is intended for individuals seeking casual employment and for employers or recruiters seeking candidates for casual employment purposes. You may use GetJobs Mobile App and Services only for lawful purposes within the stated context of GPL's intended and acceptable use of GetJobs Mobile App and Services. GPL is the sole interpreter of the GetJobs Mobile App and Services' intended and acceptable use.
- 4.2 GPL Intellectual Property Rights. All right, title and interest in GetJobs Mobile App and website are the sole property of GPL, and are protected by copyright, trademark and other laws. Without limitation on the foregoing, you may not reproduce, modify, display, sell, or distribute the content, or use them in any other way for public or commercial purposes. Notwithstanding anything to the contrary contained herein, this prohibition includes: (a) copying any job listings and information provided on GetJobs Mobile App (b) aggregating, copying or duplicating in any manner any of the Content or information available from any of GetJobs Portal (Mobile App and Website), without the express written consent of GPL. The use of the content on any other website or in a networked computer environment for any purpose is strictly prohibited. GetJobs design logo, Employer brand names or logos are also protected by trademarks, service marks and copyrights. All other product and service marks contained on the GetJobs Mobile App and website are the trademarks of their respective owners.
- 4.3 License for Use by Jobseekers. GPL hereby grants you a limited, terminable, non-exclusive right to access and use GetJobs Mobile App and Services only for your personal use seeking casual employment opportunities for yourself. Your use of the

- GetJobs Mobile App and Services is a privilege. GPL reserves the right to suspend or terminate that privilege for any reason at any time, in its sole discretion.
- 4.4 Other Specific Rules Regarding Usage. You represent, warrant and agree that you (a) are at least 14 years of age or older, (b) will not use (or plan, encourage or help others to use) the GetJobs Mobile App and Services for any purpose or in any manner that is prohibited by these T&C or by applicable law. It is your responsibility to ensure that your use of GetJobs Mobile App and Services complies with these T&C and all applicable laws.
- 4.5 User Feedback and Submissions. GPL welcomes your feedback regarding the GetJobs Mobile App and Services and appreciates hearing from you. If you submit feedback on GetJobs, please be specific in your comments
- 5. Disclaimers and Limitations on GPL's Liability.
- 5.1 Allocation of Responsibility, GPL assumes no responsibility for Documents and Materials uploaded by Users and no responsibility for the activities, omissions or other conduct of Users. GetJobs Mobile App acts as a portal for Jobseekers seeking casual employment and Employers seeking casual staffing. GPL may take any action with respect to User submitted information that it deems necessary or appropriate, in its sole discretion.
- 5.2 No endorsements by GPL. Nothing on the GetJobs Mobile App and website shall be considered an endorsement, representation or warranty with respect to any User or third party, whether in regards to its Mobile App, website or services.
- 5.3 WARRANTY DISCLAIMERS.
  - (a) GetJobs Portal (Mobile App and Website) is provided on an 'As Is' basis without any warranties of any kind, express or implied.
  - (b) Without limitation on the foregoing:
  - (i) GPL does not warrant that GetJobs Mobile App and Services will operate error free or that GetJobs Mobile App and its servers are free of computer viruses or other harmful mechanisms. If your use of GetJobs Portal results directly or indirectly in the need for servicing or replacing equipment or data, GPL is not responsible for those costs.
  - (ii) GPL makes no representation or guarantees regarding the content of GetJobs Mobile App, including, but not limited to, inaccuracies or typographical errors.
  - (iii) GPL makes no representations or guarantees regarding the effectiveness of the services or timeliness of the services in meeting your employment objectives. GPL does not guarantee that the services will result in candidates being hired and is not responsible or liable for any decisions, for whatever reason made, made by you.
- 5.4 Damage limitations, allocations of liability and equitable relief.
  - (a) You assume all responsibility and risk for your use of GetJobs Mobile App and Services, and the documents you upload on GetJobs Portal.
  - (b) In no event shall GPL (or any of its officers, directors, shareholders, employees, subsidiaries, affiliates, agents, advertisers or clients), be liable for any non-direct damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data or stolen data or lost employment opportunity) resulting from or arising under or in connection with services or the use or access to, or the inability to use or access GetJobs Mobile App and/or any document, whether based on warranty, contract, tort, or any other legal theory, and whether or not GPL is advised of the possibility of such damages.
- 6. Links to Other Sites. GetJobs Portal may contain links to third party web sites. These links are provided solely as a convenience to you and not as an endorsement by GPL of the contents on such third-party web sites. GPL is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party web sites. If you decide to access linked third-party web sites, you do so at your own risk.
- 7. Amendments to this Agreement and Changes to GetJobs Services. GPL may revise these T&C at any time by updating this page. Changes will be binding on you on the

date they are posted on GetJobs Mobile App and Website (or as otherwise stated in any notice of such changes). Any use of the GetJobs Mobile App and Services will be considered acceptance by you of the then-current T&C (including any exhibits thereto) contained on GetJobs Mobile App and website. If at any time you find the T&C unacceptable, you must not use the applicable GetJobs Mobile App and Services any longer. Any new or different terms supplied by you are specifically rejected by GPL unless GPL agrees to them in a signed writing specifically including those new or different terms. GPL reserves the right to vary or change the terms of use at any time.

- 8. Indemnity. You agree to defend, indemnify, and hold harmless GPL (and its officers, directors, shareholders, employees, subsidiaries, affiliates, agents, advertisers or clients) from and against any third party claims, actions or demands (including, without limitation, costs, damages and reasonable legal and accounting fees) alleging or resulting from or in connection with your use of GetJobs Mobile App and Services or your breach of this Agreement.
- 9. User Information and Privacy Policy.
- 9.1 When you register on GetJobs Portal or in connection with the Services, you will be asked to create an account and provide GPL with certain information, including but not limited to, a valid email address, Name, NRIC/FIN, Date of Birth, Nationality, Educational background ("User Information"). You acknowledge and agree that you have no ownership rights in your account.
- 9.2 All User Information will be used in accordance with the terms of the GetJobs Privacy Policy. Please note, as set forth in the Privacy Policy, that GPL may collect certain User Information (including an email address and other contact information) and may use such information to contact Users periodically in accordance with the terms of the Privacy Policy, including to send Users electronic marketing and promotional communications, inform Users of relevant job postings that may be of interest to them, and provide Users with administrative notices and communications. In addition, GPL reserves the right to comply, in its sole discretion, with legal requirements, requests from law enforcement agencies or requests from government entities, even to the extent that such compliance may require disclosure of certain User Information.
- 10. General. GPL contact information is listed on GetJobs website. The sole relationship between you and GPL is that of independent contractors. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of all or part of a provision shall not affect the validity of the remaining parts and provisions of this Agreement, which shall remain in full force and effect. All provisions of this Agreement shall survive termination except those granting access or use to GetJobs Mobile App and Services, and you shall cease all your use and access thereof immediately. You may not assign or transfer your obligations under this Agreement. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided by GPL in a particular "Legal Notice," or material on particular web pages of GetJobs website, this Agreement and your Service Activation Agreement where applicable, constitute the entire agreement between you and GPL.
- 11. Rules regarding your Conduct and Security.

  The following rules apply to your use of GetJobs Mobile App and Services. The list of rules is for illustration only and is not a complete list of all conduct rules.
- 11.1 Conduct Rules:
  - (a) You may not: (i) impersonate another person, (ii) upload false, inaccurate or misleading personal information and documents
  - (b) Your Document(s) must contain sufficient detail to convey clearly to the Employer your identity and qualifications as a candidate for casual employment.

- (c) Protect your password. You are responsible for maintaining the confidentiality of your password. You are responsible for all uses of your registration, whether or not authorized by you. If others use your password, access your account on GetJobs Mobile App account, you risk unauthorised use of your account and losing money balance in your E-wallet. You agree to notify GPL immediately of any unauthorized use of your registration and password.
- (d) If at any time, GPL comes to the understanding that you: (i) misled GPL regarding your personal information, (ii) wilfully abuse our Employment Services or (iii) commit fraud directly or indirectly, GPL reserves the right to terminate your Agreement.