

## Terms of Use

### Terms and Conditions

This page details the "Terms of Use" under which you may use this site and the services offered. By using this web site, you are indicating your acceptance to be bound by the terms of these "Terms of Use". These Terms constitute a binding agreement between "You" and WorkCheetah.com Inc (including all WorkCheetah.com Inc Site(s)), and are deemed accepted by your use or access the WorkCheetah.com Inc site(s) or services.

The Terms of Use may be modified from time to time by updating this page. You should visit this page frequently to review the current Terms of Use. The terms "You" and "User" as used herein to refer to all individuals and/or entities accessing this web site for any reason.

The WorkCheetah.com Inc site(s) are defined as any site under WorkCheetah.com Inc control, including without limitation WorkCheetah.com Inc.com, WorkCheetah.com Inc.com and the web site from where these terms of use were accessed.

The WorkCheetah.com Inc site includes a number of features and services, including an on-line service to post and search employment opportunities and post and search for candidates ("WorkCheetah.com Inc Services"). The WorkCheetah.com Inc site/services also allow users to manage WorkCheetah.com Inc Job applications. Sites also include on-line network designed to allow users to build a professional and personal networking among users of the WorkCheetah.com Inc Site ("Users"). The WorkCheetah.com Inc Sites also allow Users to create individual pages, which may include personal information, videos or Pictures ("WorkCheetah.com Inc Page" and "WorkCheetah.com Inc Profile"), and to make these Profiles, or aspects thereof, public. WorkCheetah.com Inc matches employers seeking to fill specific positions with prospective candidates ("Candidates") through the use of third-party individuals ("People") who recommend candidate(s) for positions posted by Employer. The term "Employers" represent any entity or person posting employment opportunities. Users are responsible to ensure individual pages do not breach any condition per the Terms of use and other stated conditions. WorkCheetah.com Inc also matches employers seeking to fill specific positions with prospective candidates ("Candidates") through the use of third-party individuals ("People") who recommend candidate(s) for positions posted by Employer.

Users who breach these Terms may have their access and use of the WorkCheetah.com Inc site(s) suspended or terminated, at the discretion of WorkCheetah.com Inc

#### 1. Use of Site Content.

WorkCheetah.com Inc authorizes you, to access and use the WorkCheetah.com Inc Sites and the WorkCheetah.com Inc Content to download and print the content available on or from the WorkCheetah.com Inc Site(s) solely for your personal, non-commercial use, subject to these Terms. The contents of the WorkCheetah.com Inc Site(s), such as designs, text, graphics, images, flow, video, information, logos, button icons, software, audio files and other WorkCheetah.com Inc content is the property of WorkCheetah.com Inc or its clients. Any unauthorized use of the material and/or contents may violate

copyright, trademark, and other laws. The use of contents or/and material on any other site or networked computer environment for any purpose is prohibited

Any code that WorkCheetah.com Inc uses to generate or display any WorkCheetah.com Inc Content or the pages making up any WorkCheetah.com Inc Site(s) is also property of WorkCheetah.com Inc and You may not copy or adapt such code subject to applicable law.

#### Site Use.

The WorkCheetah.com Inc Site(s) may only be used for lawful purposes; by individuals seeking employment, individuals seeking career information, employers seeking employees, recruiters seeking employees on behalf of a specific employer, individuals seeking to build personal networks and individuals seeking to refer other individuals for role. . The WorkCheetah.com Inc site should not be used by employers and recruiters as a means of sourcing candidates (employees or potential employees) for employment opportunities not advertised on WorkCheetah.com Inc Site(s)

All Users are prohibited from:

(a) Using the WorkCheetah.com Inc site(s) in order to transmit, distribute, store or destroy material in violation of any applicable law or regulation. (b) Use site in a manner that infringe the copyright, trademark, trade secrets or violate the intellectual property rights of others. (c) Breaching or attempting to breach the security of WorkCheetah.com Inc Site(s) including but not limiting to, scan/test the vulnerability of a system or network, to violate security or authentication measures without proper authorization or accessing data not intended for the user or logging into a server or account which the user is not authorized to access. (d)Aggregating or coping the WorkCheetah.com Inc site(s) Content or information, in any manner. (e) Using any external software or tool(s) to navigate, search or attempt to interfere with the proper working of the WorkCheetah.com Inc Site(s) or any activity being conducted on the site(s). (f) Post any information or apply for any job on behalf of another party. (g) Share login credentials to any WorkCheetah.com Inc Site(s) with another party or access data not intended for such user or logging into a server or account which the user is not authorized to do so. (h) Post or submit any incomplete, false or inaccurate biographical information, videos, pictures or any other information which is not your own on the WorkCheetah.com Inc site(s). (I) Soliciting passwords or personally identifiable information from other Users. (j) Deleting or altering material that is posted by any other person or entity. (k) Attempting to interfere with WorkCheetah.com Inc service(s) to any User, host or network, including, but not limiting, via means of submitting a virus, overloading, "flooding", "spamming" or "crashing" the WorkCheetah.com Inc site(s).

Using the WorkCheetah.com Inc site(s) and/or services for any unlawful purpose or illegal activity, including but not limited to harassment, incitement, or advocate harassment of any group or individual, to post or submit any content or material that is defamatory, libelous, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, hateful, racist, discriminatory, of a menacing character or likely to cause annoyance, inconvenience, embarrassment or could cause harassment to any person/party or include any links to any sexually explicit material of any kind, as determined by WorkCheetah.com Inc's discretion.

Violations of the system, site or network security may result in civil and/or criminal liability. WorkCheetah.com Inc will investigate instances of such violation, and will cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

#### Employers (“Users”)

A job post is not permitted to contain; (a) Any misleading, unreadable, "hidden", repeated or irrelevant keywords to the job opportunity being advertised. (b) Any links to material that exploits people in a sexual, violent or other manner, or solicits personal information from anyone under the age of 16. (c) Any inaccurate, false or misleading information. (d) Each job post must represent one and only one vacancy, the use of non-specific adverts without specific geographical location is not permitted.

In addition Job postings should not be used to: (a) advertise/post jobs that does not comply with applicable local, national and international laws or regulation (b) post/advertise any jobs related to franchise, pyramid scheme, club membership, distributorship, multi-level marketing opportunity, or sales representative agency arrangement; (c) post/advertise any business opportunity that requires any up front or future payment or requires recruitment of other individuals, sub-distributors or sub-agents; (d) post/advertise any jobs that pays commission only unless the job posting clearly states that “the job pays commission only” and clearly describes the product or service that the job seeker would be selling; (i) promote any opportunity that does not represent bona fide employment; WorkCheetah.com Inc reserves the right to remove any job post that breach these terms of use.

Employers are responsible for maintaining the confidentiality and accuracy of their account. You should not share any password or other sensitive information with any other party. As Employers and Recruiters you take responsibility for all users of your WorkCheetah.com Inc account, whether or not authorized by you. Employers and recruiter are solely responsible for their employment decisions and should verify all candidate information they use to base this decision on.

WorkCheetah.com Inc reserves the right to remove any material, content or job posts from the site(s), which is not in the best interest of WorkCheetah.com Inc or does not comply with the Terms and condition of the WorkCheetah.com Inc site(s). This shall be exercised at WorkCheetah.com Inc’s discretion.

Employers will also publicly display through the Site the amount of money they are willing to pay to People to have an employment position filled ("Referral Fee"), the minimum employment days and the payment Terms for the referral fees. For Employer who “Pay per Post” must provide the amount of the Referral Fee to WorkCheetah.com Inc at the time of creating the employment position. For Employers who “Pay Monthly” agrees to pay the full amount of the Referral Fee once the decision of hiring the referred candidate has been taken. All employers must indicate the hiring of a candidate by changing the candidates applications status to “employed”. All employers are liable to pay any stated referral fee if a candidate is employed using WorkCheetah.com Inc site(s) or services. WorkCheetah.com Inc is explicitly not liable to pay any referral fee that is stated by individual employers.

BY INITIATING A TRANSACTION, USERS REPRESENT AND WARRANT THAT YOU (A) ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH US AND (B) HAVE THE LEGAL RIGHT TO USE THE PAYMENT MEANS SELECTED BY YOU. You agree to pay all charges incurred by you or any users of your Account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your Programs.

#### Candidates ("Users")

When You register with WorkCheetah.com Inc Site(s) and create an account you will be required to provide certain information including, without limitation, a valid email address (your "Information"). Any information You submit must be accurate and describe You, an individual person. In addition to the terms and conditions that may be detailed on this page and in the privacy statement, you understand and agree that WorkCheetah.com Inc may disclose to third parties, on an anonymous basis or otherwise certain information contained in your registration application or your personal 'WorkCheetah.com Inc Profile'.

WorkCheetah.com Inc will not disclose your date of birth, email address, telephone number, and postal address to other users without your prior consent. Such information may be disclosed except if necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant. Users are responsible for removing such information from any material, contents or documents they upload on the Site(s).

#### Forward Employment Opportunities

Users may forward Employment opportunities that have been posted ("Job Post") to individuals who do or do not subscribe to WorkCheetah.com Inc site(s) by using the "WorkCheetah.com Inc" functionality provided as part of the Service on the condition that Job Postings are distributed solely through the WorkCheetah.com Inc functionality and only: (a) to individuals who have a relationship to you and (b) for the purpose of alerting those individuals of Job Posts that may be of interest to them. You are expressly prohibited from forwarding Job Posts in violation of any local, state, federal or international laws, rules or regulations.

#### Applying for an Employment Opportunity

If a Person recommends you for a position, you will have the option to either to ignore the referral or visit WorkCheetah.com Inc site(s), register to create an account ("Account") and apply for the Job opportunity.

#### Referral Fees

If you refer a candidate for a specific employment opportunity posted by an Employer on the Site, and the Employer hires such Candidate for any position, you may be entitled to a Referral Reward. The amount of your Referral Reward, if any, will depend on a variety of factors, including but not limited to how many People were involved in the referral chain of the accepted Applicant for the particular position with the particular Employer. Please note that there is no guarantee that you will either be entitled to, or receive, a Referral Reward and any payment due to you hereunder is conditioned upon WorkCheetah.com Inc receipt of payment from the Employer for the Applicant you recommended.

#### Referral Reward Payments

If you are entitled to a Referral fee, you may be required to provide certain financial information and personal information, including but not limited to your mailing address or bank details, to WorkCheetah.com Inc so that WorkCheetah.com Inc can pay you your Referral fee. You agree to provide accurate, current and complete financial information and to update such information to keep it accurate, current and complete. It is your responsibility to ensure such details are accurate and correct. Any Referral reward owed to you will be paid in Great British Pounds.

You acknowledge and agree that You are solely responsible for the form, content and accuracy of any CV or material contained therein placed by You on the WorkCheetah.com Inc Site(s). You are responsible for your own communications and are responsible for the consequences of your posting(s). WorkCheetah.com Inc claims no ownership or control over any user content. Users must not, and by using the WorkCheetah.com Inc site(s) agree not to: (a) post material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it, (b) post material that reveals trade secrets, unless you own them or have the permission of the owner, (c) post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others, (d) post material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity; post a sexually-explicit image or statement; post advertisements or solicitations of business.

WorkCheetah.com Inc does not represent or guarantee the accuracy and reliability of user content, or any communications posted by users nor does WorkCheetah.com Inc endorse any opinions expressed by users. WorkCheetah.com Inc prohibit any misuse of the site(s) and all users agree not to use the site(s), for posting any incomplete, false or inaccurate biographical information or information which is not their own accurate CV. Users acknowledge that any use or reliance of information posted on the WorkCheetah.com Inc site(s) by other users or otherwise is at their own risk.

Through the action or submitting or posting any material or content through the WorkCheetah.com Inc site, you grant WorkCheetah.com Inc a worldwide, non-exclusive, royalty-free licence to reproduce, adapt distribute and publish such user content through WorkCheetah.com Inc site(s) and use such content for the purpose of promoting WorkCheetah.com Inc and its services.

By submitting content to any public or non-public area of the WorkCheetah.com Inc site(s) you permit any user to access, display, view, store and reproduce such content for personal use. Subject to the foregoing, the owner of such content placed on the Web Site retains any and all rights that may exist in such content.

WorkCheetah.com Inc reserves the right to remove any user material, content or communications posted on the site(s) that is not in the best interest of WorkCheetah.com Inc or does not comply with the Terms and condition of the site. This shall be exercised at WorkCheetah.com Inc's discretion. WorkCheetah.com Inc has no liability or responsibility to users for performance or non-performance of such activities.

By agreeing to these terms users show they understand and acknowledge they have no ownership rights towards their WorkCheetah.com Inc account and that if users cancel their WorkCheetah.com Inc account or the account is terminated, the users account

information from WorkCheetah.com Inc, including Profiles, CV's, Videos, Images and other saved information, may be deleted from WorkCheetah.com Inc's databases and removed from any public area of WorkCheetah.com Inc Site(s). WorkCheetah.com Inc reserves the right to delete the account of any user and all of their Information after a significant duration of inactivity.

WorkCheetah.com Inc does not consider creative ideas, suggestions, inventions or materials other than those which we have specifically requested. While we do value user feedback on our services, users are encouraged to be specific in their comments regarding WorkCheetah.com Inc services. Users should not submit creative ideas, inventions, suggestions, or materials. If, despite this request, users send WorkCheetah.com Inc creative suggestions, ideas, drawings, concepts, inventions, or other information (collectively the "Submission"), the Submission shall be the property of WorkCheetah.com Inc or alternatively, users grant WorkCheetah.com Inc a royalty free irrevocable and perpetual license to use the Submission and WorkCheetah.com Inc shall be entitled to use the Submission unrestricted, for any purpose it chooses, commercial or otherwise, without compensation to users or any other person. Submissions shall not be subject to any obligation of confidentiality on our part and WorkCheetah.com Inc shall not be liable for any use or disclosure of any Submission.

#### WorkCheetah.com Inc's Liability

WorkCheetah.com Inc acts as a venue for (a) Employers and recruiters to post job opportunities (b) Candidates to post information and CV's on their WorkCheetah.com Inc Profile, (c) Employers and recruiters to search for candidates (d) Candidates to search job postings (e) users (Job seekers/Employers/Recruiters) to manage Job applications, (f) Users to network and build a professional and personal networking among users of the WorkCheetah.com Inc Site. WorkCheetah.com Inc is not involved in the actual transaction between employers and candidates and it does not screen or censor any content on the site. As a result, WorkCheetah.com Inc is not responsible for any User Content, the quality, safety or legality of the jobs posted or Candidate information (or CV's) posted, the truth or accuracy of the listings, the ability of employers to offer job opportunities to candidates or the ability of candidates to fill job openings.

You assume all risk associated with dealing with other users with whom you come in contact through the WorkCheetah.com Inc Site(s). WorkCheetah.com Inc does not take responsibility for confirming users are who they claim to be, users should use caution and common sense when using the WorkCheetah.com Inc site. In the event that you have a dispute with one or more users, you release WorkCheetah.com Inc (and our agents and employees) from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

The use of the WorkCheetah.com Inc Site(s) and the site Material is at Your own risk, WorkCheetah.com Inc makes no representations about the accuracy, reliability, completeness, or timeliness of the Site(s) or the Material. By agreeing to these terms You acknowledge and agree that you are solely responsible for the form, content and accuracy of any CV or material contained therein placed by you on the WorkCheetah.com Inc Site(s) and Employers/Recruiter are solely responsible for their postings on the WorkCheetah.com Inc Site(s).

Disclaimer of Warranty

WORKCHEETAH.COM INC DOES NOT WARRANT THAT THE WORKCHEETAH.COM INC WEBSITE(S) WILL OPERATE ERROR-FREE OR THAT THE WEB SITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE WORKCHEETAH.COM INC SITE(S), SITE CONTENT OR THE MATERIAL RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WORKCHEETAH.COM INC IS NOT RESPONSIBLE FOR THOSE COSTS. THE WORKCHEETAH.COM INC SITE(S) AND MATERIAL ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WORKCHEETAH.COM INC, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. WORKCHEETAH.COM INC MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SITE(S) MATERIAL, CONTENT, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS.

#### 10. Disclaimer of Consequential Damages.

IN NO EVENT SHALL WORKCHEETAH.COM INC, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON WORKCHEETAH.COM INC SITE(S) BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITY OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE ANY WORKCHEETAH.COM INC SITE(S) AND THE WORKCHEETAH.COM INC MATERIAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

#### Links to Other Sites.

The WorkCheetah.com Inc Site(s) contains links to third party Web sites. These links are provided as a part of the WorkCheetah.com Inc service, for the convenience of users and not as an endorsement by WorkCheetah.com Inc of the contents on such third-party Web sites. WorkCheetah.com Inc 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

#### General.

WorkCheetah.com Inc makes no claims or representations that the Site Content may be lawfully viewed. Access to the Monster Content may not be legal by certain persons or in certain countries. If You access WorkCheetah.com Inc Site(s) You do so at Your own risk and are responsible for compliance with the laws of Your jurisdiction. These Terms of use shall be governed by and constructed in accordance with the laws of England and Wales and all disputes arising in connection with them shall be submitted to the exclusive jurisdiction of the English Courts. No changes to these Terms and Conditions shall be made except by a revised posting on this page.

#### Additional Terms.