

These Terms of Use (“Terms”) governs the use of the Jobers Online Website and Mobile Application, and your relationship with Jobers Online Services Malaysia Sdn. Bhd. (1317390-W) (“Jobers Online”, “we” or “us”). Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these Terms, please do not register for or use the Jobers Online Website. These Terms are effective as of **1 November 2019**.

## 1. **Binding Agreement**

- 1.1 You may use the Jobers Online Website and Mobile Application subject to these Terms, which form a binding agreement between you and Jobers Online. By accessing or using the Jobers Online Website and Mobile Application you agree to accept and/or to be bound by these Terms. You agree to use the Jobers Online Website and Mobile Application at your own risk.
- 1.2 In the case of any conflict between these Terms and any contract you have with Jobers Online, these Terms will take precedent.
- 1.3 We may update and/or amend these Terms from time to time. Any changes will be notified to you via a suitable announcement on the Jobers Online Website and Mobile Application. If you do not wish to accept the new Terms you should not continue to use the Jobers Online Website and Mobile Application. If you continue to use the Jobers Online Website and Mobile Application after the date on which the change comes into effect, you are deemed to have accepted the updated and/or amended Terms.

## 2. **Definitions**

**“Advertiser”** means a person or entity that is contracting to post advertisements on any of the Jobers Online Website and Mobile Application.

**“Design”** includes the colour combinations and the page layout of the Jobers Online Website and Mobile Application.

**“Employer”, “Employers” or “Recruiters”** means a person or entity that is accessing the Jobers Online Website and Mobile Application to post a job or utilizing the Jobers Online Services for any reason related to the purpose of seeking candidates for employment.

**“Employer/Recruiter Materials”** includes any brochures, emails, job postings, website content, career fair material, audio, videos, photographs, logos, trademarks, service marks, domain names, documents or other materials provided by an Employer/Recruiter, if any, for use in connection with the Jobers Online Services.

**“Graphics”** includes all logos, button icons, and other graphical elements on the Jobers Online Website and Mobile Application, with the exception of paid advertising banners.

**“Candidate” or “Candidates”** means a User who is accessing a the Jobers Online Website and Mobile Application to search for a job or in any other capacity except as an Employer/Recruiter.

**“Company Profiles”** means profile created by Employers/Recruiters.

**“Jobers Online”** means Jobers Online Services Malaysia Sdn. Bhd. (1317390-W) or the company operating the Jobers Online Website and Mobile Application for the country in which you live or in which business is headquartered.

**“Jobers Online Content”** includes all Text, Graphics, Design, Programming, information, images, video, audio files, software and other contents used on the Jobers Online Website and Mobile Application.

**“Jobers Online Database” or “Jobers Online Databases”** includes all job advertisement posted on Jobers Online Website and Mobile Application and/or all candidates and/or employers’/recruiters’ information registered with Jobers Online.

**“Jobers Online Profile” or “Jobers Online Profiles”** means the profile created by Candidates that may include personal information, resume, photo and other job-related information.

**“Jobers Online Resume Database” or “Resume Database”** means the candidates Jobers Online Profiles and resume created and/or uploaded into Jobers Online databases.

**“Jobers Online Services”** means any services provided by Jobers Online or its agents including: -

- i. the provision of online jobsite, including posting and searching for employment opportunities, and creating Jobers Online Profiles and Company Profiles which may include personal information;
- ii. provision of online resume search access;
- iii. matching of job specifications with potential candidates via the Jobers Online Profiles and advising Users and/or Candidates of the positions available;
- iv. providing Employers/Recruiters with access to User recruitment management system by registering a User Account with Jobers Online;
- v. providing Advertisers and/or Employers/Recruiters with other ancillary talent sourcing and advertising services including banners, electronic direct mail system, design and posting support services; and
- vi. providing Advertisers and/or Employers/Recruiters services to advertise on Jobers Online Website.

**“Jobers Online Website and Mobile Application”** means any website and application under Jobers Online’s control

**“Profiles”** means individual profiles created by Users and/or Candidates or company profiles created by Employers/Recruiters.

**“Text”** includes all text on every page of the Jobers Online Website and Mobile Application, whether editorial, navigational, or instructional.

**“User”** refers to any individual or entity that uses any aspect of the Jobers Online Website and Mobile Application and/or Jobers Online Services.

**“User Account”** means the account authenticated by username and password, to access the User recruitment management system.

**“User Account Holder”** refers to any User who has paid and/or registered for a User Account with Jobers Online and/or has access to Jobers Online Resume Database for the sole purpose of seeking candidates for employment.

**“User Content”** means all information, data, text, software, music, sound, photographs, graphics, video, advertisements, messages or other materials submitted, posted or displayed by Users on or through Jobers Online Website and Mobile Application.

**“You”** or **“you”** means the person who (or the entity on behalf of whom you are acting) that is agreeing to these Terms.

### 3. **Registration**

- 3.1 To register on the Jobers Online Website and Mobile Application you must be 18 years of age or above.
- 3.2 You must ensure that the details provided by you on registration or at any time are correct and complete.
- 3.3 You must inform us immediately of any changes to the information that you provided when registering by updating your personal details in order that we can communicate with you effectively.

### 4. **Password and security**

- 4.1 When you register to use the Jobers Online Website you will be asked to create a password. In order to prevent fraud, please keep this password confidential; do not disclose it or share it with anyone. If you know or suspect that someone else knows your password you should notify us by contacting us immediately.
- 4.2 If Jobers Online has reason to believe that there is likely to be a breach of security or misuse of the Jobers Online Website and Mobile Application, we may require you to change your password or we may suspend your account.
- 4.3 As a result of your loss of your Password or the misuse of the Jobers Online Website and Mobile Application:
  - i. all losses or damage incurred thereby shall be borne by you; and
  - ii. you shall fully indemnify Jobers Online should Jobers Online suffer any loss or damage.

## **5. Intellectual Property**

- 5.1 Jobers Online Website and Mobile Application, Jobers Online Content, and all right, title and interest in and to the Jobers Online Website and Mobile Application and Jobers Online Content are the exclusive property of Jobers Online or its licensors.
- 5.2 Jobers Online Website and Mobile Application and Jobers Online Content are protected by copyright, trade mark, database right and other intellectual property rights.
- 5.3 You may retrieve, display, store and/or print the Jobers Online Content or the Jobers Online Website and Mobile Application only for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or Jobers Online Content on the Jobers Online Website and Mobile Application without prior written permission from Jobers Online.

## **6. Availability of the Jobers Online Website and Mobile Application**

- 6.1 Although we aim to offer you the best service possible, we cannot guarantee that the Jobers Online Website and Mobile Application will be fault-free, error-free, or that Jobers Online Website and Mobile Application and servers are free of viruses or other harmful mechanisms. If a fault occurs with the Jobers Online Website and Mobile Application you should report it to us and we will attempt to correct the fault as soon as we can.
- 6.2 Your access to the Jobers Online Website and Mobile Application may be occasionally restricted to allow for repairs, maintenance or the introduction of new content, facilities or services. We will attempt to restore access and/or service as soon as we reasonably can.

## **7. Your use of the Jobers Online Website and Mobile Application**

- 7.1 Jobers Online hereby grants you a limited, terminable, non-exclusive right to access and use the Jobers Online Website and Mobile Application only for your personal use and/or employment purposes.
- 7.2 You may not use the Jobers Online Website and Mobile Application for any of the following purposes:-
  - i. disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material;
  - ii. aggregating, copying or duplicating in any manner any of the Jobers Online Content or information available from any Jobers Online Website and Mobile Application, including expired job postings;
  - iii. reproducing any of the Jobers Online Content for general use;
  - iv. transmitting material that constitutes a criminal offence, or that breaches any applicable laws, regulations or code of practice;

- v. interfering with any other person's use or enjoyment of the Jobers Online Website and Mobile Application; or
- vi. making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

7.3 You agree not to resell or assign your rights or obligations under these Terms. You also agree not to make any unauthorized commercial use of any Jobers Online Website and Mobile Application.

## **8. Your use of the Jobers Online Services**

8.1 The Jobers Online Services may be used only by:

- i. individuals seeking employment, and career and career-related information, such as education and voluntary services;
- ii. Employers/Recruiters or their agents seeking candidates for employment purposes; and
- iii. Advertisers.

8.2 Your use of the Jobers Online Services is also subject to any other contracts you may have with Jobers Online. In the case of any conflict between these Terms and any contract you have with Jobers Online, these Terms will prevail.

8.3 All Users agree to not:-

- i. transmit, post, distribute, store or destroy material, including without limitation Jobers Online Content, in violation of any applicable law or regulation, including but not limited to laws or regulations governing the collection, processing, or transfer of personal information, or in breach of Jobers Online's Privacy Policy;
- ii. violate or attempt to violate the security of any Jobers Online Website and Mobile Application;
- iii. reverse engineer or decompile any parts of any Jobers Online Website and Mobile Application;
- iv. aggregate, copy or duplicate in any matter any of the Jobers Online Content or information available from any Jobers Online Website and Mobile Application, including expired job postings, other than as permitted by these Terms;
- v. post any content or material that facilitates, promotes or endorses scams, false or misleading information or illegal activities, OR endorses or provides instructional information about illegal activities or other activities prohibited by these Terms, such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating media, OR promotes or endorses any political views;
- vi. post any profile, resume or apply for any job on behalf of another party;

vii. share with a third party any login credentials to any Jobers Online Website and Mobile Application;

viii. access data not intended for you or logging into a server or account which you are not authorized to access;

ix. post or submit to any Jobers Online Website and Mobile Application any inaccurate, incomplete, misleading, false, not up to date biographical information or information which is not your own;

x. post content that contains restricted or password-only access pages, or hidden pages or images;

xi. solicit passwords or personally identifiable information from other Users;

xii. delete or alter any material posted by any other person or entity;

xiii. harass, incite harassment or advocate harassment of any group, company or individual;

xiv. send unsolicited mail or email, make unsolicited phone calls or send unsolicited faxes promoting and/or advertising products or services to any User, or contact any users that have specifically requested not to be contacted by you;

xv. attempt to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to any Jobers Online Website and Mobile Application, overloading, "flooding", "spamming", "mail bombing", or "crashing".

xvi. use the Jobers Online Services for any unlawful purpose or illegal activity, or post or submit any content, profile, resume, or job posting that is defamatory, libellous, implicitly or explicitly offensive, vulgar, obscene, threatening, harassing, abusive, hateful, racist, discriminatory, of a menacing character or likely to cause annoyance, inconvenience, embarrassment, anxiety or could cause harassment to any person or include any links to pornographic, indecent or sexually explicit material of any kind, as determined by Jobers Online's discretion; or

xvii. post any profile or resume which is not a genuine profile or resume and which attempts to advertise or promote products or services.

8.4 Violations of network security may result in civil and/or criminal liability. Jobers Online will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

## **9 Additional Terms applicable to Employers/Recruiters**

9.1 Jobers Online hereby grants you a limited, terminable, non-exclusive right to access and use Jobers Online Website and Mobile Application and Jobers Online Services for your internal business use seeking candidates for employment. This authorizes you to view and download a single copy of Jobers Online Content or materials on Jobers Online Website and Mobile Application solely for your use directly related to searching for and recruiting Candidates.

- 9.2 You are responsible for maintaining the confidentiality of your Employer/Recruiter account, Company Profiles and passwords, as applicable.
- 9.3 You may not share your password or other account access information with any other party, temporarily or permanently, and you shall be strictly liable and/or responsible for all uses of your Jobers Online Website and Mobile Application registrations and passwords, whether or not authorized by you.
- 9.4 You agree to immediately notify Jobers Online of any unauthorized use of your employer account, Company Profiles or passwords.
- 9.5 Employer/Recruiter represents, warrants and covenants that any Employer/Recruiter Materials provided by Employer/Recruiter for use in connection with Jobers Online Services will not violate any laws or regulations or third-party proprietary rights, including, without limitation, copyright, trade mark, obscenity, rights or publicity or privacy, and defamation laws.
- 9.6 Employers/Recruiters are solely responsible for the Employer/Recruiter Materials on Jobers Online Website and Mobile Application. Jobers Online is not considered to be an employer with respect to your use of any Jobers Online Website and Mobile Application and Jobers Online shall not be responsible for any employment decisions, for whatever reasons, made by any entity posting jobs on any Jobers Online Website and Mobile Application.
- 9.7 Employer/Recruiter Materials may not contain: -
- i. misleading, unreadable, or “hidden” keywords, repeated keywords or keywords that are irrelevant to the job opportunity being presented;
  - ii. names, logos or trademarks of unaffiliated companies;
  - iii. inaccurate, false, or misleading information; and
  - iv. material or links to material that is discriminatory, sexually explicit, obscene, libellous, defamatory, threatening, harassing, abusive, or hateful, or solicits personal information from anyone under 18.
- 9.8 You may not use your Employer/Recruiter Materials to: -
- i. post jobs in a manner that does not comply with applicable local, national laws, including but not limited to laws relating to labour and employment, equal employment opportunity and employment eligibility requirements, data privacy, data access and use, and intellectual property;
  - ii. sell, promote or advertise products or services;
  - iii. post any franchise, pyramid scheme, distributorship, or multi-level marketing opportunity;
  - iv. advertise home-based and/or internet-based employment. (e.g. work at home jobs, part time jobs, freelance typist or job/business offers with similar operating mechanism);
  - v. promote any opportunity that does not represent bona fide employment; and

vi. advertise sexual services or seek employees for jobs of a sexual nature.

- 9.9 Jobers Online does not encourage any Employer/Recruiter Materials on Jobers Online Website and Mobile Application that request Candidates to pay deposits, placement fees, processing fees or any other similar fees, directly or indirectly, and/or require Candidates to make purchases.
- 9.10 Jobers Online does not allow job advertisements that advertise more than 1 job position in each job posting.
- 9.11 Jobers Online is under no obligation to monitor the Employer/Recruiter Materials on Jobers Online Website and Mobile Application, but Jobers Online may monitor the Employer/Recruiter Materials at random.
- 9.12 Jobers Online reserves the right to remove any Employer/Recruiter Materials or content from any Jobers Online Website and Mobile Application, which in the reasonable exercise of Jobers Online's discretion, does not comply with this Section, or if any content is posted that Jobers Online believes is not in the best interest of Jobers Online.
- 9.13 Reposting of the same position is allowed 14 days after the job posting date to minimize resending to same users in a short time period and duplication of job advertisements on the Jobers Online Website and Mobile Application.
- 9.14 If any time during your use of the Jobers Online Services, you made a misrepresentation of fact to Jobers Online or otherwise misled Jobers Online in regards to the nature of your business activities or breach any of the Terms herein, Jobers Online may terminate your use of the Jobers Online Services and in such event, any payment made by you shall be forfeited.
- 9.15 You understand and acknowledge that if you cancel your Employer/Recruiter account or your Employer/Recruiter account is terminated, all your account information from Jobers Online, including saved Jobers Online Profiles and resumes, network contacts, and email mailing lists, will be deleted from Jobers Online Databases.

## **10 Additional Terms applicable to User Account Holder**

- 10.1 If you are registering for and/or paying for a User Account to, among others, access the Jobers Online Resume Database, this Section applies to you.
- 10.2 You must be 18 years of age or above.
- 10.3 You shall use the Jobers Online Resume Database as provided in these Terms, in any contract you have with Jobers Online, and in compliance with all laws including laws governing personal data.
- 10.4 Jobers Online grants you a limited, personal, terminable, non-transferable, non-exclusive right to access Jobers Online Resume Database via Jobers Online Website and Mobile Application for the purpose of viewing and/or downloading a single copy of available Jobers Online Profiles and resumes solely for your use subject to the provisions of these Terms.
- 10.5 Jobers Online Resume Database is to be accessed and used solely by you. You will be provided with a unique password that will permit you to access the Resume Database.



- 10.6 You shall not share your User Account with any other party.
- 10.7 You agree that you shall not disclose any of the data from Jobers Online Resume Database to any third party, unless you are an authorized recruitment agency, or staffing agency or using Jobers Online Profiles and resume explicitly for employment purposes.
- 10.8 You shall take appropriate physical, technical, and administrative measures to protect the data you have obtained from Jobers Online Resume Database from loss, misuse, unauthorized access, disclosure alteration or destruction.
- 10.9 The Jobers Online Resume Database shall not be used: -
- i. for any purpose other than as an employer/recruiter and/or on behalf of an employer/recruiter seeking employees; or
  - ii. to make unsolicited phone calls or faxes or send unsolicited mail, email, or newsletter to Jobers Online Profile or resume holders or to contact any individual unless they have agreed to be contacted.
- 10.10 The data obtained from the Jobers Online Resume Database shall not be kept longer than is necessary for the fulfilment of the purposes set out in this Section. In this respect, you agree and undertake to delete, destroy and/or purge such data from your records.
- 10.11 You may not use Jobers Online Resume Database in any way which, in Jobers Online's sole judgment, adversely affects Jobers Online's business, business prospects, the performance or function of any of the Jobers Online Website and Mobile Application or Jobers Online Resume Database, or interferes with the ability of other subscribers to access the Resume Database.
- 10.12 If any time during your use of the Jobers Resume Database, you made a misrepresentation of fact to Jobers Online or otherwise misled Jobers Online in any way or you have breached any of the Terms herein, Jobers Online may terminate your use of the Jobers Online Resume Database and in such event, any payment made by you shall be forfeited.
- 10.13 Jobers Online reserves the right to limit the amount of data (including Jobers Online Profile and resume views) that may be accessed by or provided to you in any given time period. These limits may be amended in Jobers Online's sole discretion from time to time.
- 10.14 You may use your subscription to Jobers Online Resume Database only for seeking candidates for employment. You are specifically prohibited from using information contained in Jobers Online Resume Database to sell or promote any products or services or to take any other action that is, in Jobers Online's sole judgment, inconsistent with these Terms, misleading or incomplete, or in violation of any laws or regulations.

## **11 Additional Terms applicable to Candidates**

- 11.1 Jobers Online hereby grants you a limited, terminable, non-exclusive right to access and use Jobers Online Website only for your personal use in seeking employment opportunities for yourself. This authorizes you to view and download a single copy of the Jobers Online Content or material on Jobers Online Website and Mobile Application solely for your personal, non-commercial use.

- 11.2 When you register with any Jobers Online Website and Mobile Application, you will be asked to create an account and provide Jobers Online with certain information including a valid email address.
- 11.3 Any Jobers Online Profile you submit must be accurate, complete, up to date and not misleading. You acknowledge and agree that you are solely responsible for the form, content and accuracy of any Jobers Online Profile and resume or material contained therein placed by you on the Jobers Online Website and Mobile Application.
- 11.4 You acknowledge and agree that you are solely responsible for any consequences arising from such posting.
- 11.5 Jobers Online reserves the right to offer third party services and products to you based on the preferences that you identify in your registration.
- 11.6 Please see Jobers Online's Privacy Policy, for further details regarding your information. Please note that Jobers Online 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. In addition, third parties may retain cached copies of User information.
- 11.7 You understand and acknowledge that all information provided by you, your Jobers Online Profile, resume, and/or account information shall be disclosed to prospective Employers/Recruiters.
- 11.8 You understand and acknowledge that you have no ownership rights in your account and that if you cancel your Jobers Online Account or your Jobers Online Account is terminated, all your account information from Jobers Online, including Jobers Online Profile, resumes, cover letters, saved jobs, will be deleted from Jobers Online Databases and will be removed from any public area of the Jobers Online Website and Mobile Application. However, third parties may still retain saved copies of your information which shall no longer be the responsibility of Jobers Online.
- 11.9 If any time during your use of the Jobers Online Account, you made a misrepresentation of fact to Jobers Online or otherwise misled Jobers Online in any way or you have breached any of the Terms herein, Jobers Online may terminate your use of the Jobers Online Account and in such event, any payment made by you shall be forfeited
- 11.10 Jobers Online reserves the right to delete your account and all of your information after a significant duration of inactivity.

## **12 User Content and submissions**

- 12.1 You understand that all User Content is the sole responsibility of the person from which such User Content originated.
- 12.2 You understand and acknowledge that all information provided by you, your Jobers Online Profile, resume, and/or account information shall be stored in Jobers Online Databases and/or Jobers Online Resume Databases.
- 12.3 You understand, acknowledge and consent that all information provided by you, your Jobers Online Profile, resume, and/or account information may be transferred to countries

outside of your location for the purposes of storing and/or processing. Please see Jobers Online's Privacy Policy for further details.

- 12.4 By submitting, posting or displaying User Content on or through Jobers Online Website and Mobile Application, you grant Jobers Online, subject to your privacy setting, a worldwide, non-exclusive, royalty-free license to reproduce, adapt, distribute and publish such User Content through Jobers Online Website and Mobile Application. Jobers Online will discontinue this licensed use within a commercially reasonable period after such User Content is removed from Jobers Online Website and Mobile Application. Jobers Online reserves the right to refuse to accept, post, display or transmit any User Content in its sole discretion.
- 12.5 If you post User Content in any public area of any Jobers Online Website and Mobile Application, you also permit any User to access, view, store and reproduce such User Content for personal use.
- 12.6 Jobers Online may review and remove any User Content that, in its sole judgment, violates these Terms, violates applicable laws, rules or regulations, is abusive, disruptive, offensive or illegal, or violates the rights of, or harms or threatens the safety of, Users of any the Jobers Online Website and Mobile Application. Jobers Online reserves the right to expel Users and prevent their further access to the Jobers Online Website and/or use of Jobers Online Services for violating the Terms or applicable laws, rules or regulations. Jobers Online may take all possible legal actions with respect to User Content that it deems necessary or appropriate in its sole discretion if it believes that such User Content could create liability for Jobers Online, damage Jobers Online's brand or public image, or cause Jobers Online to lose Users.
- 12.7 Jobers Online does not represent or guarantee the truthfulness, accuracy, or reliability of User Content, derivative works from User Content, or any other communications posted by Users nor does Jobers Online endorse any opinions expressed by Users. You acknowledge that any reliance on material posted by other Users will be at your own risk.

### **13 Payment of fees**

- 13.1 All amounts owed to Jobers Online must be paid within the specified payment terms from the date of the invoice.
- 13.2 Jobers Online may charge interest at 60% per annually or 5% monthly on invoice amount issued to you.
- 13.3 Advertisers shall be liable for full payment of fees from the commencement of the contracts and/or sales orders. Payment must be made notwithstanding any errors or omissions in the advertisements.
- 13.4 All prices quoted are exclusive of any applicable taxes unless specifically noted otherwise.

### **14 Jobers Online's right to suspend, cancel and Delete your registration**

- 14.1 We may suspend/cancel or permanently delete your registration immediately at our reasonable discretion or if you breach any of your obligations under these Terms.

- 14.2 We may suspend/close or permanently delete your registration if we believe that you are also working as Job Portal, Job matching, Job Placement and any other platform similar to Jobers Online.
- 14.3 It is sole discretion of Jobers Online to inform you or not the reasoning of suspension /cancellation or permanent deletion of your account.
- 14.4 You can cancel or Permanently delete your registration at any time by informing us in writing. If you do so, you must stop using the Jobers Online Website and Mobile Application immediately right after this.
- 14.5 The suspension/cancellation or deletion of your registration and your right to use the Jobers Online Website and Mobile Application shall not affect either party's statutory rights or liabilities.

## **15 Term and Termination**

- 15.1 These Terms will remain in full force and effect while you are a user of any Jobers Online Website and Mobile Application.
- 15.2 Jobers Online reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to removal of your User Content from Jobers Online Website and Mobile Application and immediate termination of your registration with or ability to access the Jobers Online Website and Mobile Application and/or any other services provided to you by Jobers Online, upon any breach by you of these Terms or if Jobers Online is unable to verify or authenticate any information you submit to a Jobers Online Website and Mobile Application registration.
- 15.3 Even after you are no longer a User of the Jobers Online Website and Mobile Application, certain provisions of these Terms will remain in effect, including Sections 5, 13, 15, 16, 17 and 20, inclusive.

## **16 Jobers Online's liability**

- 16.1 Jobers Online Website and Mobile Application and Jobers Online Services act as, among other things, venues for:-
  - i. Employers/Recruiters or their agents to post job opportunities and search for and evaluate job candidates;
  - ii. candidates to post Jobers Online Profiles and resumes and search for and evaluate job opportunities; and
  - iii. Advertisers to post their advertisements.
- 16.2 Jobers Online does not screen or censor the listings, including Jobers Online Profiles offered. Jobers Online is not involved in the actual transaction between employers/recruiters and candidates. As a result, Jobers Online is not responsible for User Content, the quality, safety or legality of the jobs or Jobers Online or resumes posted, the truth or accuracy of the listings, the ability of employers/recruiters to offer job opportunities to candidates or the ability of candidates to fill job openings and Jobers Online makes no representations about any jobs, Jobers Online Profiles, resumes or User Content on the Jobers Online Website and Mobile Application.

- 16.3 Jobers Online reserves the right in its sole discretion to remove any User Content including but not limited to Jobers Online Profiles, Company Profiles, Employer Materials, or other material from the Jobers Online Website and Mobile Application from time to time. When Jobers Online exercises this discretion and there is a breach of these Terms by the User, any payment made by the User will be forfeited.
- 16.4 The Jobers Online Website and Mobile Application also provides content from other internet sites or resources and while Jobers Online tries to ensure that material included on the Jobers Online Website and Mobile Application is correct, reputable and of high quality, it does not make any warranties or guarantees in relation to that content
- 16.5 You assume all risks associated with dealing with other users with whom you come in contact through the Jobers Online Website and Mobile Application. By its very nature other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabelled or deceptively labelled. We expect that you will use caution and common sense when using the Jobers Online Website and Mobile Application.
- 16.6 Jobers Online Website and Mobile Application and Jobers Online Content may contain inaccuracies or typographical errors. Jobers Online makes no representations about the accuracy, reliability, completeness, or timeliness of any Jobers Online Website and Mobile Application or the Jobers Online Content. The use of all Jobers Online Website and Mobile Application and the Jobers Online Content is at your own risk.
- 16.7 Nothing on Jobers Online Website and Mobile Application shall be considered an endorsement, representation or warranty with respect to any User or third party, whether in regards to its web sites, products, services, hiring, experience, employment or recruiting practices, or otherwise.
- 16.8 If we are in breach of these Terms, we will only be responsible for any losses that you suffer as a direct result. Our liability shall not in any event include business losses such as lost data, lost profits or business interruption.
- 16.9 The aggregate liability by Jobers Online to you for all claims arising from your use of Jobers Online Website and Mobile Application and/or Jobers Online Services shall be limited to the amount of the existing package fee subscribed to and paid by you and operative at that time, or in the event you are a Candidate, shall be limited to **RM100.**

## **17 Disclaimers**

- 17.1 Jobers Online shall not be liable for any loss of information howsoever caused as a result of any interruption, suspension or termination of Jobers Online Services or for Jobers Online Content, accuracy or quality of information available or transmitted through Jobers Online Services.
- 17.2 You acknowledge and agree that it is not Jobers Online's policy to exercise editorial control over and to edit or amend any data or contents of any emails or posting or any information that may be inserted or made available or transmitted to or from a third party in or through Jobers Online Website and Mobile Application and/or Jobers Online Services.

## **18 Third Party Website**

- 18.1 As a convenience to customers, the Jobers Online Website and Mobile Application include links to other web sites or material which are beyond its control. Jobers Online is not responsible for content on any site outside the Jobers Online Website and Mobile Application.

## **19 Advertising and Sponsorship Policy**

- 19.1 Part of the Jobers Online Website and Mobile Application may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Jobers Online Website and Mobile Application complies with relevant laws and codes.
- 19.2 Jobers Online reserves the right to refuse to run any advertisements that, in Jobers Online sole discretion, are not suitable for publication on any of the Jobers Online Website and Mobile Application.
- 19.3 Jobers Online will not be responsible to you for any error or inaccuracy in advertising and sponsorship material.

## **20 Indemnity**

- 20.1 You agree to defend, indemnify, and hold harmless Jobers Online, and its affiliates, and their respective officers, directors, employees, and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from: -
- i. any User Content or other material you provide to any Jobers Online Website and Mobile Application;
  - ii. Your use of any Jobers Online Content; or
  - iii. Your breach of these Terms.
- 20.2 Jobers Online shall provide notice to you promptly of any such claim, suit or proceeding.

## **21 Refund Policy**

- 21.1 Any purchases made to Jobers Online are non-refundable.

## **22 Applicable Law**

- 22.1 These Terms will be subject to the laws of Malaysia.
- 22.2 We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement, you may initiate legal proceedings in the courts of Malaysia.

## **23 International Use**

- 23.1 We make no promise that materials on the Jobers Online Website and Mobile Application are appropriate or available for use in your location, and accessing the Jobers Online Website and Mobile Application from territories where its contents are illegal or unlawful is prohibited. If you choose to access this Jobers Online Website and Mobile Application from your location, you do so at your own risk and are responsible for compliance with local laws.

## 24 **Miscellaneous**

- 24.1 You may not transfer any of your rights under these Terms to any other person. We may transfer our rights under these Terms to another business where we reasonably believe your rights will not be affected.
- 24.2 If you breach these Terms and Jobers Online chooses to ignore this, Jobers Online will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms.
- 24.3 Jobers Online shall not be responsible for any breach of these Terms caused by circumstances beyond its reasonable control.
- 24.4 If any of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and all provision not affected by such invalidity or unenforceability shall remain in full force and effect.