

Terms and Conditions

Effective: 5th September, 2015

Updated: 6th September, 2015

Version 1.0.1

1. Disclaimer

Please read the following Terms and Conditions for being a user on *Airlink* in order for you to rightfully understand and accept them. By registering and/or signing in to *Airlink*, you automatically agree to the Terms and Conditions for using *Airlink*

These Terms and Conditions are valid until next revision.

2. About Us

Airlink.com is an online platform (the “Website”) administrated and operated by *Airlink Pte Ltd.* (“*Airlink*”, “we” or “us”). *Airlink* is registered in the Republic of Singapore under the Unique Entity Number xxxxxxxx.

3. Agreement Between You and *Airlink*

These Terms are an agreement between you and *Airlink* about your use of the information, software, products, and the Services contained in or available through the Website, including actions like clicking on links, entering information, browsing content, editing, downloading and printing documents and registering a customer account. There are collectively referred to as “**using the Services**”. Your using the Services constitutes your agreement to all the terms, conditions, and notices contained in these Terms.

You affirm that you are either more than 18 years of age, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

If you do not agree with these terms and conditions, or if you are not 18 or older or do not possess the requisite consent, please do not use *Airlink.com*.

These Terms limit the remedies available to you in the event of a dispute and require the use of arbitration on an individual basis to resolve disputes, rather than court proceedings or class actions. Please refer to paragraph 17 for more details.

4. Registering and Creating a Profile:

When you register and create a profile on *Airlink*, the profile and its affiliated information is representative for you as a person or a company that you are authorized to create online profiles on behalf of.

You are not allowed to register and create a profile with another person’s or company’s email address or using fake email addresses. You are not allowed to register and create a profile that poses or can be misinterpreted as being another person other than yourself or representing a company other than one you have the authority to create a profile on behalf of. You warrant that all information provided by you to us is true and accurate and you are authorized to use the relevant payment instrument.

In the following, the term ‘User’ will include users registering both a personal (professional) profile and a company (corporate) profile.

5. User Rules & Regulations:

As a User on the *Airlink*, you are responsible for:

- Filling in correct and truthful information;
- Any activity that takes place on a User's profile and any potential third party involvement;
- Any damage to *Airlink*, both financial and material, that could occur as a consequence of mismanagement of a User's profile or wrong handling of the information provided on the profile;
- Using *Airlink* purely for its intent as a personal branding, employer branding and networking platform;
- Not using a personal profile for marketing or promotion of other goods or services apart from you as a human being and not with other intents than personal branding and networking;
- Not exposing any material on *Airlink*, which relates to religious, political, sexual or racist aspects;
- Not distributing any content or unwanted emails to other Users repeatedly or following a pattern that can be associated with spam;
- Taking care of yourself and demonstrate proper precautions against scam, spam and phishing.

You are responsible for maintaining the confidentiality of your account registration information and password and for maintaining the security of your account. You agree that you will not let anyone other than you use your account registration information or password. You agree to immediately notify us of any unauthorized use of your account registration information or password by contacting us at Airlink@Airlink.com

6. Liability:

Airlink is not liable towards Users registered on *Airlink.com* in relation to:

- Any behaviour of other Users on *Airlink*;
- Any connection either written or verbal made between Users on or outside *Airlink*;
- Any direct or indirect economic or emotional loss to the User other than the fee paid by the User to *Airlink*, as a consequence of using *Airlink.com*;
- Any loss of data from *Airlink.com*. The User is fully responsible for backing up data stored on *Airlink.com*, including but not limited to text, images, audio and video. *Airlink* will not be held responsible for the economic or emotional loss as a consequence of any actual or potential loss of data from *Airlink.com*.

7. User Privacy:

When you register and sign up to *Airlink.com*, you agree to let *Airlink* contact you at any time regarding the following:

- Newsletters sent to your registered email address, containing information and data about personal users, companies, pages, job postings among others.
- The amount of information provided to you will be dependent on the amount of personal users, companies or pages that you follow. You can at any time request not to receive these emails by writing to admin@Airlink.com
- *Airlink* holds the right to contact the User by email at any time regarding questionnaires about the platform, feedback requests or other purpose intended to

improve or make changes to *Airflink.com*. If you do not wish to receive these emails please contact admin@Airflink.com.

- *Airflink* holds the right to contact the User by email at any time regarding administrative, functional, legal or economic changes to *Airflink.com* or use hereof.
- *Airflink* holds the right to contact the User by email at any time under the suspicion or proven act of the User's misuse of *Airflink.com* or violation of the current Terms and Conditions.

8. Data Collection:

When a User register to *Airflink.com*, the User accepts that *Airflink* will keep personal information stored in *Airflink* databases under surveillance and administration of *Airflink*. The User accepts that *Airflink* cannot be held responsible for any economical or emotional loss the User might experience due to personal information being disclosed to third parties without the knowledge or awareness of *Airflink*.

Personal information about a User includes but not limited to:

- Name
- Profile picture
- Video-presentation/Online Business Card
- City and country of current location
- Email address
- Phone number

Users are advised not to disclose any additional personal information on *Airflink*, regarding such as health issues, membership of unions, previous criminal offences, sexual, religious or racial relations.

A User accepts that part or all of this information is visible to or can be shared with other Users in order to facilitate a connection between these parties, with the purpose of branding and networking.

Airflink is not responsible for any additional information to the above-mentioned information submitted by the User that can further identify the User. The User should be advised not to enclose any sensitive information in text, images, audio or video material uploaded to *Airflink*.

Logging on to *Airflink* will be tracked by the use of cookies, which registers the User's email address and access to the site, and remembers this information for the next login. Cookies can be disabled in the Internet browser's settings. The IP address of the computer from which *Airflink* is accessed will also be registered. This is in order to locate the computer geographically to give a better understanding of the User's behaviour and to counteract potential or actual illegal activities.

Airflink holds the right to track the User's behaviour on *Airflink.com* in order to optimise the user experience or functionality.

Any email sent to *Airflink* will be kept on our email databases for internal use. The email received will not be treated as confidential unless an agreement explicitly made between *Airflink* and the sender states otherwise.

9. Use of Personal Information:

The User agree that *Airflink* can use the personal information provided on *Airflink.com* in the following matters:

Name: A User's name is used to identify the person or company behind the profile.

Profile Picture: *Airflink* can use any photographic material uploaded to the Website as part of its marketing material. *Airflink* will not pass on a User's photographic content to any third party without the User's permit. *Airflink* reserves the right to inspect the User's photographic material for violation of the Terms and Conditions without prior notice.

Video-presentation/Online Business Card: *Airflink* can use any video- and audio material uploaded to the Website as part of its marketing material. *Airflink* will not pass on a User's audio- and video content to any third party without the User's permit. *Airflink* reserves the right to inspect User's audio- and video material for violation of the Terms and Conditions without prior notice.

City and country of current location: The location of a User is used by *Airflink* to locate the Users of the Website geographically in order to understand User behaviour for marketing, networking or business development purposes.

Email address: A User's email address is used to send relevant information to the User in terms of newsletters or other information supplied by *Airflink*, which is more elaborately described in section 7.

10. Distribution of Personal Information:

A personal user is aware, that its profile will be visible for company members of the *Airflink* looking for candidates. The profile will also be available for non-members knowing the unique link.

A company user is to be aware, that its profile will be visible for all registered Users on the *Airflink*

The User accepts that in case any service provided by *Airflink* is misused, *Airflink* will forward any information about the User to relevant authorities in case this is required.

Airflink is allowed to distribute all information about a User on *Airflink* to third party if the information is anonymous or if third party is included in a non-disclosure agreement or other agreement about confidentiality. Such distribution of information can take place in case of statistical analysis about the website, market research, marketing campaigns, general branding, or improvement of the services provided by *Airflink*

11. Third Party Use of Personal Information:

Airflink can at any time make use of an external company to carry out the technical maintenance of the Website. If this happens, the external company will handle data under *Airflink's* responsibility. Any external company handling data under *Airflink* responsibility will operate under the same regulations as *Airflink* in terms of confidentiality and otherwise explained in these Terms and Conditions.

In case that *Airflink* is merged with or acquired by another company the User accepts that any information provided to *Airflink* can be transferred to this new company, as long as the new

company handles information the same way as *Airflink* and as described in these Terms and Conditions.

12. Conditions for Uploading Media:

In the following, 'Media' refers to any text, picture, photo, audio or video material that can be entered directly in or uploaded to *Airflink*.

All Media uploaded to *Airflink* must follow these guidelines:

- All Media material must be free from copyrights and/or other restricted or limited use. The User must possess the complete rights to any Media uploaded by the User to *Airflink*
- If Media includes or identifies another person other than the User itself, these people must have given their acceptance of public display.
- All Media material must be clear and in good quality. *Airflink* holds the right to evaluate any Media's quality and delete the Media if considered inadequate.
- Media uploaded by personal users must not contain logos, links or other references to external webpages or companies and/or their products.
- Appearance of any of the following, in any Media directly entered in or uploaded to *Airflink* is not tolerated:
 - Violence and physical damage or encouragement hereof;
 - Political and religious war or encouragement hereof;
 - Threats;
 - Weapons;
 - Illegal drugs;
 - Un-sober behavior;
 - Sexual behaviour or pornographic content;
 - Discriminating behaviour towards individuals or groups based on ethnicity, religion or sexual orientation,

In case any User fails to comply with these above mentioned guidelines *Airflink* will take immediate action against the User without prior warning. This will include deleting the violating Media content; exclude the User from *Airflink* or proceed with further legal prosecution if necessary. *Airflink* will not be held liable for any non-compliant behaviour of a User.

13. Illegal Activities:

Airflink holds the right to report any sign of illegal activity performed on the Website by registered Users to the relevant law enforcement authorities.

Illegal activities include but are not limited to:

- Appearance of non-tolerated subjects in Media uploaded to *Airflink* as described in point 12;
- Activities that relate to virus and other computer codes with the purpose of harming or destroy IT equipment belonging to *Airflink* or the Users on *Airflink.com*;
- Activities that relate to phishing or other attempt to acquire sensitive information from *Airflink* or the Users on *Airflink.com*;
- Activities that motivates to illegal activities or distributes knowledge about it;
- Activities that relate or motivates to violent behaviour performed by individuals or groups of people.

14. Site Access within and outside of Singapore:

You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms, and that they comply with it.

Airflink will use reasonable efforts to ensure that the Website is available at all times. However, *Airflink* cannot guarantee that the Website or any individual function or feature of the Website will always be available and/or error free. The Website may be unavailable during periods when we are implementing upgrades or carrying out essential maintenance on the Website.

Airflink make no promise that the materials on the Website are appropriate or available for use in locations outside Singapore. Accessing the Website from territories where its contents are illegal or unlawful is prohibited. If you choose to access the Website from elsewhere, you do so on your own initiative and are responsible for compliance with local laws.

15. Change in Business Principles:

Airflink maintains the right to change the business principles and current Terms and Conditions at any time, with prior notice to all registered Users of *Airflink*. A notice will be given at the time of the change where after *Airflink* will give 30 days for Users to get familiar with the changes. After 30 days *Airflink* will assume that all Users that are still registered will have accepted the changes and complied with them.

16. Copyright and Trademark Notices:

All contents of the Website are Copyright © *Airflink* 2015. All rights reserved. *Airflink*, *Airflink.com*, and our logo are trademarks belonging to us. We give no permission for the use of these trademarks, and any such use may constitute an infringement of our rights. Other trademarks or service marks on our Website are the property of their respective owners. Unless otherwise stated, we do not endorse and are not affiliated with any of the holders of such rights and we cannot and do not grant any license to exercise such rights.

17. Governing Law, Arbitration and Jurisdiction

All matters related to the Website will be governed by the laws of Singapore, without regard to conflicts of laws provisions.

If you have a complaint, question, or dispute (collectively, "Dispute") regarding the Website, you are encouraged to bring it to our attention. You may contact us at Airflink@Airflink.com, and we will try to address your concerns.

If we are unable to resolve a dispute ourselves, any dispute relating in any way to the Website shall be submitted to confidential arbitration in Singapore, except that to the extent you have in any manner violated or threatened to violate our intellectual property rights, *Airflink* may seek injunctive or other appropriate relief in any court of Singapore.

Arbitration under these Terms shall be conducted in accordance with the prevailing rules and procedures of the Singapore International Arbitration centre, with each party being responsible for its own costs and fees and the joint costs of arbitration being shared equally by the parties.

The arbitrators award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, no arbitration or claim under these Terms may be joined to any other arbitration or claim, including any arbitration or other legal proceeding involving any other current or former user of the Website, and NO CLASS ACTION PROCEEDINGS WILL BE PERMITTED.

By agreeing to arbitration in these Terms, you understand and agree that you are (i) relinquishing any right to pursue claims or have disputes resolved in a court of law, (ii) any right to compulsory discovery, and (iii) any right to the appeal of an adverse arbitration decision.

You agree that, regardless of any law or statute, any claim or cause of action you may have against us must be brought within one year after the claim or cause of action arises or is known or should reasonably have been known to you, or the claim or cause of action will be forever barred.

18. Final Remarks/Comments:

The ultimate purpose of *Airflink* is to facilitate a connection between jobseekers and companies with both-ways video based communication and viewing the profiles of the prospective job applicants. *Airflink* strives to create a positive and dynamic environment for all parties and therefore expects our Users to share this philosophy.

With this, we hope that your use of *Airflink* will be rewarding for you and your professional life.

Best Wishes,

The *Airflink* Team