

User Agreement

This agreement is updated as of May 15, 2020

Please read carefully this user agreement (especially the content in bold and underlined) before using our service to get a comprehend understanding of all the contents and relevant rules of the platform. If you have any question, please feel free to contact us. If you do not agree with any term in the agreement, you should immediately stop visiting Apex Global and using relevant services.

Apex Global User Agreement (hereinafter referred to as "this agreement") is the basis for Apex Global (hereinafter referred to as "this website") to provide services and determine the conditions and methods for users to use this website and its services (specific carriers including but not limited to webpages, applications, etc.). **Before using this website and related services, you should register as a user. Please read this agreement (especially the content in bold) carefully during the user registration. The completion of registration indicates that you have understood this agreement and accepted its items. This agreement shall be immediately with contract effectiveness. If you do not agree with any term in this agreement, you should not use this website.**

This agreement includes all rules based on it. All rules are an integral part of this agreement and have the same effect as it. With the development of business operation of the platform

and changes of relevant policies, this user agreement of this website will be updated from time to time. We will remind you of the update of relevant content by appropriate means such as website cover, and email. You can also visit our user agreement page at any time to get the latest version. When you continue to use this site and related services, you are deemed to have fully accepted the change of this agreement. The ownership, operation and interpretation rights of the platform are owned by Lingchensidian Technology Developed Co., LTD. **Detailed regulations on the security and privacy protection of users' personal information shall be subject to Apex Global Privacy Policy.** When you use the special channels or platform services (hereinafter referred to as "individual services") owned by Apex Global, based on this agreement, you shall abide by the specific provisions of the individual service agreement at the same time. The individual service agreement includes but is not limited to Apex Global Service Rules.

I. Service Description and Definition

This website is an intermediary information platform connecting candidates and employers. "This website", "this platform" and "Apex Global" shall refer to this foreign teacher recruitment network wholly owned and operated by Lingchensidian Technology Developed Co., LTD. carriers including but not limited to the webpage (www.globalapex.com), applications, etc. "Users" refer to the users of this website with full civil capacity. User identity includes "employer", "candidate", etc. "Employer"

refers to enterprises, institutions or other organizations that, with recruitment demand and employment qualification, release recruitment and relevant information on this website.

"Candidate" refers to an individual who uses this website for job browsing, resume submitting, etc. "Account" refers to the user's identification information registered for using this website and related services. Users can only use the services of the website by registering an account.

II. User Registry

1. Qualified Users are:

Any natural person or organization that meets one of the following conditions and has never been banned by this website can register as a user, but this website does not guarantee that it can be registered.

(1) A natural person with full capacity for civil conduct.

(2) Enterprises, organs, societies, institutions and other organizations that, established and legally existing in accordance with the laws, administrative regulations, departmental rules and other normative documents of the People's Republic of China, have the capacities for civil rights and civil conduct to use the services of this website and legal employment qualification (collectively referred to as "employers").

2. Complete User Information

Users need to provide clear contact information, correspondence address, the real name or designation of the

registrant, qualification documents (such as business license, personal identity card) and other information to complete the registration or use the services of this website. To provide users with better services legally and compliantly, the website will adjust from time to time the information that users need to submit. If users do not agree to provide the above information, they shall stop using the services of this website. Users shall agree that the website will review their registration information and provide answers to their questions. The website will collect and use such information to a necessary extent and will preserve and process it properly. For specific rules, please refer to Apex Global

3. Oversight by Administrator of Website

If employers violate laws, administrative regulations, departmental rules, local regulations or other normative documents, or rules and agreements of this website, or social order and good customs, including but not limited to the following situations:

- (1) suspected of pyramid schemes, gambling, pornography, violence, cults and feudal superstition, fraud, illegal fund-raising and other illegal crimes;
- (2) illegal and dishonest enterprises or enterprises whose legal representative is the person subject to execution of dishonest acts;
- (3) investigated or punished by administrative organs such as industry and commerce, public security, taxation, industry and

information technology, Internet and information technology, human resources and social security, foreign affairs administration, commerce commission and customs, etc., if the circumstances are serious;

(4) others involving violating normative documents such as laws, administrative regulations, departmental rules and social order and good customs. This website has the right to require employers to provide corresponding qualification documents (including but not limited to business license, operating permit, etc.) and make the judgment of compliance based on common sense and the general cognitive level of the public, not necessarily according to the public authority's post-notification, investigation, judgment and other documents. **This website reserves the right to refuse the registry and using of this website for enterprises involved in human resource outsourcing business, labor subcontracting business, headhunting business, recruitment business, vocational education and training business and other businesses that may have competitive relations or conflicts of interest with this website.**

III. Use of This Website

Users have the right to search for jobs, recruit and carry out other activities on this website according to the agreement and relevant rules published by this website, enjoy user benefits and receive information and other services of this website, including but not limited to uploading resumes, posting job vacancies,

online communication, etc. Both users and the platform enjoy the necessary rights and undertake the corresponding obligations based on the services.

1. User Commitment

(1) The user promises to use Teacher Record only for recruitment (including recruitment publicity, employer brand building), job hunting and other purposes and shall not deviate from the purpose of specific functional modules of this website.

(2) To use the services of this website, the user shall provide authentic, legal and accurate information, including but not limited to name or designation, personal identity certificate, qualification certificate, correspondence address, job information, company introduction, etc. The user warrants that the description is truthful and updated in a timely manner; otherwise, the user shall be liable for any loss caused by untruthful, illegal or inaccurate information.

(3) The user undertakes that the use of the above content is voluntary and has been effectively authorized, and assumes corresponding responsibilities.

(4) The user agrees to conduct recruitment activities; the other user may view the above information through specific functions of this website.

(5) Users should be properly set up and protect their account and password (such as setting complicated passwords and not leaking to anyone). All operations and activities (including but not limited to information browsing, resume uploading, job

releasing, etc.) from this account on this website are the user's real intention. Any account security problem caused by the user's fault and any loss caused thereby shall be borne by the user.

(6) The user promises to strictly abide by laws, regulations and other normative documents, and rules and agreements of this website as well as social order and good customs in the process of using services of this website. Any liability, loss and legal consequences arising from the user's violation of the above specifications shall be borne by the user.

(7) The user undertakes to abide by the principle of honesty and credibility to the greatest extent while using services of this website.

(8) Users undertakes that once they use services of this website, they shall be deemed to have accepted the information from this website, including but not limited to job information, activity information, promotion information, etc.

(9) This website shall from time to time designate affiliates or third parties of this website (owner) as agents, service providers or technical support parties to provide users with relevant services of the platform. By using the relevant services, users agree that the above affiliated companies or third-party companies shall enjoy the same rights and assume corresponding obligations as this website in terms of providing relevant services.

(10) Apart from this agreement, paying users shall also abide by the terms of contracts corresponding to paid services.

2. Restrictions on Users Behavior

(1) The user's behavior (including but not limited to all activities in the process of using this website and subsequent activities using this website etc.) shall not violate laws, administrative regulations, departmental rules, local regulations and other normative documents, and rules and agreements of this website as well as social order and good customs. The website has the right to make a judgment of compliance based on common sense and the general cognitive level of the public, not necessarily according to public authority's post-notification, investigation, judgment and other documents.

(2) Users shall not make, copy, publish or disseminate the following information on this website or by using services of this website: endangering state security, divulging state secrets, subverting state power or undermining national unity; harming the honor and interests of the state; inciting national hatred, ethnic discrimination or undermining national unity; sabotaging the state's religious policies and promoting cults and feudal superstitions; spreading rumors, disturbing social order or undermining social stability; distributing obscenity, pornography, gambling, violence, murder, terror or abetting a crime; insulting or slandering another person, or infringing upon the lawful rights of another person; Involving politically sensitive content; containing false, harmful, coercion, invasion of

others' privacy, harassment, invasion, defamation, vulgar, lewd, personal attack, or other objectionable content against social order and good customs; contents that may have a serious negative impact on this website; containing other contents restricted or prohibited by Chinese laws, regulations, rules and regulations and any norms with legal effect.

(3) Users shall not disrupt the operation order of this website, engage in any behavior unrelated to the services of this website or publish any content other than recruitment information and necessary information for their resumes.

(4) Users shall not harass, insult or hurt other users in any form.

(5) Users shall not register accounts with false information, use, misappropriate, borrow the name of others, affiliated institutions or social celebrities to register or use accounts, or falsely state or claim to be related to any person or institution.

(6) Users shall not transfer or authorize others to use their accounts without the consent of this website.

(7) Users shall not use any robot software, scripts or other methods to automatically access or log in this website.

(8) Users shall not interfere with the services of this website by any means or in any form, including but not limited to the malicious destruction of this website by technical means, interference with or destruction of the servers and networks connected to this website, massive release of spam information, etc.

(9) Users shall not reverse engineer the website (and relevant apps, WeChat official accounts, WeChat small programs and other platform service carriers that have been or may be released) in any way, and shall abide by the restrictions on data crawler and scratch on this website while using it.

(10) Without the consent of this website and the counterparty in job-hunting or recruiting behavior, the user shall not have any information or document on this site as well as in the process of job-hunting and recruiting for sale, transmission (including but not limited to making it public by copying, modifying, transferring, collecting, translating and other forms) or other commercial and non-commercial use.

3. Job-Hunting Behavior

(1) Users (candidates) can post job-hunting related information, improve their resumes and relevant information through the resume module of this website and upload independent resumes. The behaviors above are operated by users themselves and this website does not review, modify or guide users' resumes.

(2) Job-hunting related information released by users shall comply with laws, administrative regulations, departmental rules and other normative documents, and rules and agreements of this website as well as social order and good customs, and not infringe upon the legitimate rights and interests of any third party (including but not limited to intellectual property rights, trade secrets, etc.).

(3) If the user uses the communication tools provided by this website to communicate with employers, he/she shall strictly abide by all the rules under Article III-2 of this user agreement and the communication behavior and content shall be limited to job-hunting.

(4) When looking for a job, users shall truthfully provide their basic information, job related knowledge, skills and work experience and guarantee to abide by the provisions of laws and regulations on service period, employment restriction and confidentiality. If the aforesaid information is not true or the behavior violates laws and regulations, users shall bear the corresponding adverse consequences by themselves, including being rejected by employers or the termination of employment relations. For any loss caused to employers, this website or the third party, users shall assume corresponding compensation liability.

(5) Special activities will be held from time to time to meet special recruitment needs of employers and career development needs of candidates. Users may need to meet certain requirements, such as work experience, skills and certificates, and be eligible for participation after being reviewed by this website.

4. Recruitment Behavior (1) The user (the employer) can release recruitment information and carry out recruitment activities only after it has passed the examination and verification of the platform and provided, in accordance with the provisions of

article II-2 of this agreement, the recruitment brochure, business license or the documents approved by relevant departments, the identity certificate of the handler and the entrustment certificate of the employer.

(2) Users shall post recruitment-related information in the designated locations of this website (including pages of all levels on this website, company home pages generated for employers, etc.), including but not limited to job information, company profile (including company trademark, name, Logo, text description, etc.) and drawings. The behaviors above are operated by users themselves.

(3) Any behavior of users as well as any relevant information they send in the process of using this website shall abide by the laws, administrative regulations, departmental rules and other regulatory documents, and rules and protocols on this website and further to social norms and consideration of others not infringe the legitimate rights and interests of any third party (including but not limited to intellectual property rights, trade secrets, etc.).

(4) Information released by employers shall not contain any content other than the necessary information for recruitment, including but not limited to the promotion and sales of its own products or services.

(5) The website shall have the right to review and guide the information posted by users, and request users to make explanations or corrections if deemed necessary.

(6) Users shall ensure that the recruitment information posted is authentic and legal. If not, users shall bear the corresponding adverse consequences. If any loss is caused to candidates, this website or a third party, users shall assume corresponding compensation liability. If there is any violation of civil or criminal laws, then users shall bear corresponding responsibilities in accordance with laws and regulations.

(7) Users shall strictly abide by all the rules under article III-2 of this user agreement when posting recruitment information or using communication tools provided by this website to communicate with candidates. If the recruitment or the communication information violates the requirements above or involves the prohibited contents below, this website has the right to take one or more measures such as immediately stopping providing services, logging off, deleting or requesting rectification of relevant information, and blocking users' accounts. The prohibited contents include, but are not limited to, non-internet industry behavior, discrimination on the basis of gender, race, religion, etc., salary and contact information, exaggerated descriptions and promises or false advertising, repeated and meaningless description of position content, multiple similar positions, inconsistency between job requirements and job description, insulting, slandering, harassing, slandering or attacking a third person, acting recruitment service, irrelevant or false recruitment information and other circumstances against public order or good customs.

(8) According to their own recruitment requirements, users can purchase from this platform other paid services or products, some or all of which use the Internet information services and value-added services (carriers including but not limited to webpages, applications, WeChat public account, WeChat small programs, etc.) provided by this website, should also abide by the provisions of this user agreement.

5. Confidentiality between Users

Users shall have the obligation to keep confidential any information of other users obtained through job hunting and recruitment activities through the services of this website. The degree of confidentiality shall be determined according to laws and regulations, the agreement between users and the reasonable care obligation of ordinary people.

6. Disputes among Users

(1) Offline activities between the candidate and the employer, including communication, interview, induction and establishment of labor relations, are not bound by this website. Any dispute between the two parties shall be settled in accordance with laws and regulations and the contract between the two parties.

(2) This website provides user feedback channels, including specific module or function. Users can express and reflect disputes between them in a specific way. This website will deal with these problems as soon as possible, but the replies it gives may not be legally binding. Users can still submit disputes to

relevant public power authorities according to laws and regulations.

7. Feedback from Users

(1) While using the services of this website, users may make any kind of assessments, suggestions and comments on them through the feedback channels. This website has set up a special complaint and report mechanism for users to make complaints and reports on other users' behaviors violating laws and regulations and this user agreement.

(2) After the completion of recruitment activities, users can express their comments and suggestions on the other user in an appropriate way in specific positions on this website, including but not limited to interview evaluation and satisfaction.

(3) Users' feedback shall be true and objective and shall not violate laws, regulations and other normative documents, rules and agreements of this website as well as social order and good customs, or the website shall have the right to deal with it accordingly.

8. Promotion and Publicity

To further enhance the brand image and provide better services, this website can use the public information of users, including but not limited to name, trade name, trademark and slogan, on this website page or related market publicity and promotional materials. This website promises that the information above will not be used on matters unrelated to the services of this website.

IV. Interruption or Termination of Services

1. This website has the right to review, when necessary and in accordance with laws and regulations, social order and good customs, and rules and agreements of this website, all behavior and information in the process of users using this website. This website has the right to suspend or terminate services to users who violate the rules. If the user registers an account again in other names, this website has the right not to approve it.
2. If a user applies for service termination, this user agreement may be terminated with the consent of this website.
3. After this website interrupts or terminates the services provided to users, this website shall continue to retain users' data and information (including but not limited to account information, transaction information, etc.) in accordance with relevant laws and regulations.
4. The interruption or termination of services provided to users shall not exempt users from the liability for damages of this website, other users of the website or third parties due to their violation of laws and regulations, social order and good customs or rules and agreements of the website.

V. Statement of Responsibility

1. As an information service and communication platform, all position information, job hunting information and professional community communication information is uploaded and released by users. This website does not make any substantive review of users' resumes or actual operating status, thus not

guaranteeing the authenticity, integrity and accuracy of resumes or the authenticity, legality and accuracy of users' real credit status as well as the information released by them. The website shall not be liable for any loss caused to any third party due to the reasons above.

2. This website is committed to providing users with quality and stable services but does not guarantee either that this system can meet all needs of users or that there will be no system downtime, fluctuations or loss of data. This website shall not assume any responsibility for any failure to access this website due to network adjustment, normal system maintenance and upgrading, network operator reasons, etc.

3. This website makes no warranty for any materials or information obtained by users through this website, no matter if they come from the website or any external links. This website provides links to other websites or resources on the Internet, which may lead users to websites operated by other operators. However, this does not indicate that this website has any relationship with these operators. Websites operated by other operators are the responsibility of those operators themselves, which are not under the control and responsibility of this website. The website also makes no warranty or liability for any content, advertisements, articles or other materials existing or coming from such websites or resources. The website shall not be liable, directly or indirectly, for any damage or loss arising from the use of or reliance on any content, goods or services

published or obtained through any such website or resource. The website shall not undertake any direct, indirect, incidental or punitive compensation for the loss of users' profits, goodwill and other aspects caused by the provisions above.

VI. Representations and Warranties

1. Intellectual Property Rights

(1) The intellectual property rights any content specified in the terms hereof or related to the services of this website shall be enjoyed by this website or relevant right holders. The content referred to in this article includes but is not limited to this website design, website code, website content, website information, user information, etc. The intellectual property rights referred to in this article include but are not limited to patents, copyrights, trademarks, etc.

(2) Users shall ensure the integrity of this website, shall not modify the website without authorization, and shall not reverse engineer this website.

2. Privacy

To use the services of this website, users shall authorize this website to collect, use and disclose their personal information. Detailed regulations on the security and privacy protection of users' personal information shall be subject to Apex Global Privacy Policy. Please read this privacy policy carefully before using the services and fully understand all the content of it. Please make sure you understand the rules of this website for your personal information. If you do not

agree to any terms in the agreement, you should immediately stop visiting Apex Global or using relevant services.

3. Confidentiality Obligation

Some documents and materials (including but not limited to personal information, trade secrets, company plans, operational activities, financial information, technical information, business information and other trade secrets) belong to this website or other parties but cannot be obtained from open sources. Users shall guarantee that such documents and materials they obtain from using this website are confidential information. For such information, this website has the obligation of confidentiality and so do users to each other. Without the consent of the original provider of such documents and materials, neither party shall disclose all or part of the confidential information to a third party, unless otherwise provided for by laws, administrative regulations, departmental rules and other normative documents or agreed by both parties.

4. Employer's Special Guarantee

The employer and its affiliates (including but not limited to branches, subsidiaries, independent business units, etc.) promise and guarantee that they will enter the website and use recruitment-related services as follows:

(1) Employers shall use Apex Global only for legal recruitment and shall promise not to engage in other matters including but not limited to collecting data and resumes from job hunters for

other purposes, recruiting students or offering loans, using the platform services for business activities, using communication and other functions in the platform services for advertising and marketing, etc.

(2) When using the services of this website, employers shall guarantee to strictly abide by this user agreement, rules of this platform and all contract documents (if any) signed with this website and shall guarantee not to engage in any business that violates the rules of the platform or publish any such information.

(3) Employers shall set strict requirements on the actual user (including but not limited to the employer's staff) of their account or sub-account on this website and ensure that the actual user strictly abides by the agreement and rules of this website. Any behavior of the actual user on this website is considered the behavior of the employer who shall bear full responsibility for that.

If the employer violates the commitments above, this website has the right to immediately stop providing services to them and block their company homepage and/or the they published on the platform. This website also has the right not to refund the service fees (if any) paid by the employer.

VII. Update and Modification of This Agreement

This website reserves the right to amend and update this agreement from time to time. In case of relevant revision or update, this website will remind you of the update of relevant

content through announcements on this website, APP push, email and other appropriate ways. Users can also visit our user agreement page at any time to get the latest version. If users think the changes are unacceptable, they should stop using relevant services of this website; if they continue to do so, it shall be deemed that they have accepted the change of terms and are willing to be bound by them.

VIII. Termination or Rescission of This Agreement

This agreement shall be terminated or rescinded if:

1. this website terminates the services provided to users according to laws, regulations and other normative documents, rules and agreements of this website as well as social order and good customs, which shall not exempt users from corresponding responsibilities;
2. the subject of either party is unable to be shown to exist due to destruction, revocation or other reasons, leaving pending issues to be solved in accordance with relevant laws and regulations;
3. When either party is unable to implement its duties under this agreement due to force majeure events. Force majeure means unpredictable, unavoidable and insurmountable objective situations, including but not limited to wars, typhoons, flood, fire, lightning, or earthquake, strikes, riots, certifiable diseases, hacking attacks, network viruses, telecom department technical control, government action or any other disasters due to natural or anthropogenic causes;

4. if users do not accept the termination or update of this agreement, they shall immediately stop using the services of this website.

IX. Liability for Breach of Contract

1. Any breach of this agreement by either party shall constitute a breach of contract and the breaching party shall be held liable accordingly.

2. For any of users' violation of the provisions of this agreement, this website has the right to take corresponding measures including but not limited to recording negative behavior, adjusting user credit rating, blacklisting vs whitelisting, suspending services, deleting information, banning user accounts, etc., which are in the form of records in system background or publicity on this website. Such measures will affect the services users use on this website. Any illegal or criminal acts shall be transferred to the judicial organs for handling.

2. The party affected by force majeure events may temporarily suspend their performance under the contract until the effect of the force majeure events is eliminated and shall not thereafter be held liable for breach of contract. However, utmost efforts should be made to overcome such events and mitigate their negative impacts.

Users can contact us through the online feedback function of the product or the following ways to feedback questions about this user agreement and other rules of the platform to us, any

problems encountered in using the platform services, complaints and reports of users' illegal and irregular behaviors and other contents. Weekdays: 9:00-18:00, Email: globalapex001@globalapex.cn, the recipient of foreign teachers honored customer service department.

X. Miscellaneous

1. The distinguished foreign teacher has the right of final interpretation of this agreement.
2. Any dispute between the user and the platform can be settled through negotiation. If no agreement can be reached through negotiation, either party may file a lawsuit to the people's court with jurisdiction in the domicile of Lingchensidian Technology Developed Co., LTD. the operator of this website.
3. The conclusion, effectiveness, interpretation, execution, jurisdiction and dispute resolution of this agreement shall be governed by the laws of the People's Republic of China.