

## TERMS & CONDITIONS

Please read these Terms and Conditions carefully before you start using our application, because these rules apply to your use of our application.

*Effective From: 26 April 2024*

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### 1. General Requirements

These Talentvis Promotion Staffing Solutions Terms and Conditions constitute an agreement between the user ("You", "Your", "Yours" or "User") and Talentvis Singapore Pte Ltd ("We", "Us", "Our", "Ours" or "Talentvis Promotion Staffing Solutions"), a limited liability company legally established and operating under the laws of Singapore. These Terms and Conditions govern you when accessing and using applications, websites [www.hireplace.com](http://www.hireplace.com) and other websites that we manage), features, technology, content and products that we provide (hereinafter, collectively referred to as "Application" or "Talentvis Promotion Staffing Solutions Application"), as well as ordering, paying or using services available on the Application ("Services").

In general, you must be at least 18 (eighteen) years old or married and not under guardianship or guardianship for you to legally have the capacity and the right to be bound by these Terms and Conditions. You represent and warrant that you are at least 18 (eighteen) years old or married and are not under guardianship or guardianship and you legally have the capacity and have the right to be bound by these Terms and Conditions. If you do not fulfill these conditions, then your actions in registering, accessing, using, or carrying out other activities in the Application and/or the Services that we provide must be under the knowledge, supervision and approval of your parents, guardians or guardians. Parent, the guardian or guardian who gives consent for you under the age of 18 (eighteen) years is fully responsible for all your actions and activities in using and accessing the Application and/or Services. You expressly waive any right under law to cancel or revoke any and all agreements that you give based on these Terms and Conditions when you are considered legally mature.

By agreeing to these Talentvis Promotion Staffing Solutions Terms and Conditions, you also agree to additional Terms and Conditions, including the Terms and Conditions for each Service, and changes which are an integral part of these Terms and Conditions (hereinafter, Talentvis Promotion Staffing Solutions Terms and Conditions, Terms and Conditions additions, and their amendments are collectively referred to as the "Terms and Conditions"). Even though it is a single unit, additional Terms and Conditions will apply in the event that there are differences with the Terms and Conditions.

By registering and/or using our Application, you and/or your parent, guardian or guardian (if you are under 18 years old) are deemed to have read, understood, understood and agreed to all contents in these Terms and Conditions.

If you do not agree to any, some, or all of these Terms and Conditions, then please immediately stop your access and use of our application.

### 2. Definition

**2.1 Sales Promotion Staff (SPS)** is an individual hired to promote products or services, typically at events or promotional activities, by engaging with potential customers, demonstrating products, distributing samples or promotional materials, and encouraging sales.

**2.2 Client** is a Company that engages with Talentvis to use Talentvis Promotion Staffing Solutions platform.

**2.3 Platform** is [www.hireplace.com](http://www.hireplace.com) site that provides SPS Candidate for the Client.

### **3. Use of Applications and Services**

Access and use of the Application is subject to these Terms and Conditions.

You have complete freedom to choose to use the Application, use the Services available on the Application or not, or stop using the Application.

In certain services, we only facilitate you to find and/or use the various services you need, where all of these services are provided directly by independent third parties who agree to become our service providers with a partnership scheme or other similar scheme ("Service Providers").

We only provide the Application for your domestic and personal use. You agree not to use Our Application for any commercial or business purpose.

### **4. Obligations**

#### **4.1 Sales Promotion Staff**

- a. SPS is prohibited from offering any goods and/or services that violate the law. SPS must adhere to all applicable local, national, and international laws and regulations in the provision of its services;
- b. SPS are restricted from taking photos, recording, and/or posting products and/or services offered by Talentvis and its clients online or offline before the event takes place. This restriction aims to maintain confidentiality and prevent premature disclosure of products or services;
- c. SPS are strictly prohibited from using client goods, property, and/or products for personal purposes. This includes but is not limited to using client-provided items for personal gain, consumption, or any other non-business-related activities. SPS must maintain professionalism and integrity in their interactions with client resources.

#### **4.2 Client**

- a. Clients engaging with Talentvis must ensure the safety and security of the workplace environment where SPS employees or representatives may be present;
- b. Clients are strictly prohibited from misusing SPS's photos and personal data for any unauthorized purposes, including but not limited to dissemination, publication, or commercial use without explicit consent.

### **5. Opening and Accessing Talentvis Staffing Solutions Account**

Before using the Application, you agree to these Terms and Conditions and the Privacy Policy, and register yourself by providing the information we need. When registering, we will ask you to provide your including without limitation full name, e-mail address, personal cell phone number, age, photo, and any other personal data. You can change your personal data information in the settings feature in the Application.

After you fill in the required personal data during registration, our system will create an account on the application ("Account") for you that can be used to use the application and order services through the application. Your mobile phone number is attached to your account so you cannot create a new account with a registered mobile phone number. The same thing applies if you later change your mobile phone number in the settings feature in the Application.

In the event that you have logged out of your account, you will need to enter the e-mail address that you provided when you registered and entered your password.

## **6. Your Account**

Your account can only be used by you, so you cannot transfer it to someone else for any reason. We have the right to refuse to facilitate orders for the Service if we know or have sufficient reasons to suspect that you have transferred or allowed your account to be used by someone else.

The security and confidentiality of your Account, including your registered name, registered electronic mail address, registered mobile phone number, payment details and the Payment Method you choose, as well as the verification code generated and sent by our system or the Payment Method Provider is entirely your personal responsibility. All losses and risks arising from your negligence in maintaining security and confidentiality as stated are borne by yourself and/or parents, guardians or guardians. Thus, we will consider any use or order made through your account as a valid request from you.

Please notify us immediately if you know or suspect that your account has been used without your knowledge and consent. We will take action that we deem necessary and we can take against the use without that consent.

## **7. Personal Data**

7.1 Collection, storage, processing, use and sharing of your personal information, such as your name, photos, e-mail address and mobile phone number that you provide when you open an Account are subject to the Privacy Policy, which is an integral part of these Terms and Conditions.

7.2 In some of the services provided on our application, we can document event activities in which you participate as Sales Promotion Staff ("**SPS**"). Therefore, by registering with and using the Talentvis Promotion Staffing Solution, you and/or your parent or legal guardian give us your consent for:

- a. the process of taking pictures or videos for the purposes of documentation and evaluation of the events by our internal parties; and/or
- b. displaying pictures or videos of the event activities on our (including our Client, affiliates, vendor, and any other third parties that may be involved in the events) media channels, including but not limited to websites and social media accounts.

## **8. Content, Information and Promotion**

We or other parties who work with us may provide Third Party Content that you can find on the Application. In the event that Third Party Content is provided by other parties who work

with Us ("Third Party Content Providers"), then We are not responsible for any part of the contents of Third Party Content. Your access or use of Third Party Content is a form of Your agreement to comply with the Terms and Conditions set by Us or Third Party Content Providers, including our Privacy Policy or Third Party Content Providers.

Third Party Content is any and/or all information and offers of goods and/or services, created and/or compiled and/or developed and/or managed by Third Party Content Providers including but not limited to text or writing, images, quotes or quotes, photos, illustrations, animations, videos, sound or music recordings, titles, descriptions and/or any data in any form provided by Third Party Content Providers for display on the Talentvis Promotion Staffing Solutions Application, including any links connecting to it. For the avoidance of doubt, Third Party Content also includes any and/or all offers of goods and/or services, information, data, actual news, writing, images, quotes, photos, illustrations, animations, videos, sound recordings, which are obtained by Party Content Providers. Third from third parties,

We or other parties who work with us may provide offers or promotions ("Offers") that can be exchanged for goods, services or other benefits related to the use of the Application. In the event that the Offer is provided by another party working with Us ("Offer Provider"), We are not responsible for any part of the contents of the Offer. Your access or use of the Offer is a form of Your agreement to comply with the Terms and Conditions set by Us or the Offer Provider, including our Privacy Policy or the Offer Provider.

All Offer information contained in the Application is only intended to give you the best experience when using the Application or Service. You are prohibited from abusing the Offers that you receive during the use of the Application or Service.

You agree to use the Offer in accordance with the terms, conditions and intent of the Offer and will not abuse, duplicate, cash, transfer, use for commercial purposes or take unfair advantage of the promotion in any form or way.

Offers may expire if they are not used within the period specified in the terms and conditions that apply to the Offers. Offers offered through the Application cannot be exchanged for cash, except as stated in the conditions included with the Offer, or as required by the provisions of the applicable laws and regulations. Offers offered by Offer Providers are subject to the Offer Provider's refund policy.

#### **9. Links to Third Party Application**

In the event that our Application contains links and access to websites or other applications provided by third parties, then these links and access are only provided for your information needs. We do not have any control over the content contained on websites or applications belonging to these third parties, and we are not responsible for the content or any part of websites or applications belonging to third parties. Your access to or use of third party websites or resources is subject to the terms and conditions and privacy policies set by such third parties.

#### **10. Prohibited Use**

10.1 You are only allowed to use our Application for lawful purposes. You may not use Our Application:

- a. in ways that violate applicable local, national or international laws and regulations;
- b. in ways that are unlawful or fraudulent, or have an unlawful or fraudulent purpose or effect;
- c. for the purpose of harming or trying to harm a minor in any way;
- d. for the purpose of violating the intellectual property rights and/or privacy rights of third parties in any way;
- e. to distribute or transmit unsolicited or unauthorized advertising or promotional materials, as well as other forms of similar solicitation (such as spam);
- f. knowingly transmit data, send or upload material that contains viruses, trojans, worms, logic bombs, keystroke loggers, spyware, adware or other malicious programs or similar computer code designed to have a detrimental effect on the operation of any software or hardware , including Our Applications;
- g. for the purpose of impersonating an individual or other entity that does not reflect your actual affiliation with a person or entity; and/or
- h. knowingly or reasonably suspected of violating applicable local, national or international laws and regulations relating to money laundering and the financing of terrorism.

10.2 You also agree:

- a. Not to reproduce, duplicate, copy or resell any part of our application that is contrary to the provisions of our application terms and conditions.
- b. Not to access without permission, disrupt, destroy, or mess up:
- c. any part of Our Application;
- d. equipment or network where our application is stored;
- e. any software used in providing Our Application; or
- f. equipment or network or software owned by any third party;
- g. Intellectual property rights.

10.3 Applications and Services, including but not limited to names, logos, program codes, designs, trademarks, technologies, databases, processes, contents, and business models, are protected by copyright, trademarks, patents and other intellectual property rights. available under the laws of Singapore which are registered either on our behalf or on our affiliates. We (and our licensors) own all rights and interests in the Application and Services, including all intellectual property rights related to all content and features contained therein and related intellectual property rights.

10.4 Subject to these Terms and Conditions, We grant you a non-exclusive, revocable, non-transferable limited license (without sublicense rights) to (i) download, access, and use the Application, as is, only on devices in the form of mobile phones and / or your personal tablet and only for purposes related to the use of the Service, and (ii) access or use content, information and related materials available on the Application only for personal and non-commercial purposes. Other rights and privileges that are not expressly provided in these Terms and Conditions, are our rights or our licensors.

Any reproduction, distribution, creation of derivative works, sales or offers to sell, appearance either in part or in whole, as well as use of Applications and/or Services

that deviate from these Terms and Conditions, as well as the purpose of use determined by us is a violation of our intellectual property rights

**10.5 You are prohibited from:**

- a. remove any copyright, trademark or other proprietary rights notices contained in our Application;
- b. copying, modifying, printing, adapting, translating, creating derivative works from, distributing, licensing, selling, transferring, publicly displaying either in part or in whole, reverse engineering, transferring, decoding, duplicating, transmitting, broadcasting through the media online or offline, cut, disassemble, or otherwise exploit any part of our Application, including but not limited to software, features, services, content, materials both paid and unpaid on the Application, both physically and digitally , during the subscription period or when finished subscribing to the Application;
- c. license, sublicense, sell, resell, move, assign, assign, distribute, or otherwise exploit or share commercially or make available to other parties Our Application and/or other software by creating an internet link to the Application or “frame” or “mirror” any software on other servers or wireless or internet-based devices;
- d. use and/or access our Application unofficially with the aim of (a) damaging, weakening or endangering every aspect of the Application, Service or related systems and networks, (b) building competitive products or services, (c) building products based on ideas , features, functions, or graphics similar to Our Application, or (c) copying ideas, features, functions, or graphics in Our Application;
- e. launch automated programs or scripts, including but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses, worms, or any program that may make multiple server requests per second, overloading the load or interfere with the operation and/or performance of our Application;
- f. use site search or retrieval applications, manual or other automated devices for scraping, indexing, data mining, surveying or in any way reproduce or circumvent the navigation structure or appearance of Our Application or contents; and
- g. publish, distribute or reproduce in any way material with copyrights, trademarks or other proprietary information that we have without prior approval from us or the rights owner who licenses his rights to us.

If you print, copy, download, upload, reproduce or distribute any part of our application that violates these Terms and Conditions, your right to use our application will immediately terminate and you must, based on our decision, return or destroy copies of the material. that you have created.

We reserve the right to investigate or carry out lawsuits or demands for any form of violation of the Terms and Conditions above in accordance with applicable legal provisions. We may involve and cooperate with the authorities in prosecuting users who violate these Terms and Conditions.

**11. Your Created Content**

11.1 You can use features that allow you to upload content that you share or upload to our application, or to connect with other users of our application through features on our application (hereinafter referred to as "User Generated Content").

11.2 User Generated Content must:

- a. Accurate (if factual);
- b. Really intended (if it is an opinion/opinion); and
- c. Comply with the laws in force in Singapore and in the country from which they are written.

11.3 User Generated Content may not:

- a. Contains material that defames a person's or entity's reputation;
- b. Contains material that is obscene, offensive, hateful, or inflammatory;
- c. Promote content related to gambling, sweepstakes and/or bets;
- d. Promote sexually explicit material;
- e. Promote violence;
- f. Promote discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;
- g. Promote hacking and/or cracking services;
- h. Promote access to fraudulent products, money laundering, multi-level marketing schemes, and pirated products;
- i. Promote access to trafficking in persons and organs;
- j. Promote access to illegal substances and narcotics;
- k. Promote access to cigarettes and tobacco-based materials;
- l. Promote the unauthorized sale of products that require a license (eg drugs, explosives, firearms, etc.);
- m. Violating the copyright, database rights or trademarks of others;
- n. Can deceive someone;
- o. Made in breach of any legal obligation to a third party, such as a contractual obligation or obligation to maintain confidentiality;
- p. Promote any tort;
- q. Threatening, abusing, or invading the privacy of others, or causing unnecessary annoyance, inconvenience, or anxiety;
- r. Has the potential to harass, offend, embarrass, worry, or annoy anyone;
- s. Be used to impersonate another person, or to misrepresent your identity or affiliation with another person;
- t. Gives the impression that the Content comes from Us, when this is not true; and
- u. Advocate, promote, or assist illegal acts such as (example only) copyright infringement or computer misuse.

11.4 You guarantee that the User-Generated Content has complied with the standards mentioned above, and that you will be fully responsible to us and compensate us for violations of these guarantees. Accordingly, you will be responsible for any loss or damage that we suffer as a result of your breach of warranty. We reserve the right to take any necessary action on User Generated Content that you share or upload that is indicated to violate these Terms and Conditions.

11.5 All User Generated Content that you upload to our Application will be considered non-confidential, non-proprietary and does not violate the intellectual property rights of any party, unless you state otherwise to us as explained in our Application Privacy Policy. You retain all ownership rights to User Generated Content, but by uploading User Generated Content to Our Application, You automatically grant Us a

limited, transferable, royalty-free, perpetual, sub-licensable and worldwide license to use, store , distribute, create derivative works from, publicly perform, make available to third parties (including for the syndication, broadcast, distribution or publication of content in other media or marketing purposes),

11.6 We also reserve the right to pass on your identity to any third party who claims that the User Generated Content you posted or uploaded is a violation of their intellectual property rights, or their right to privacy.

11.7 The views expressed by you or other users through User Generated Content uploaded to our Application do not represent our views or values. We reserve the right to remove any User Generated Content that you create on our Application if, in our opinion, the User Generated Content does not comply with the content standards set out in our Terms and Conditions. We are not responsible or liable by any third party, for User Generated Content or the accuracy of any Content posted by You or other users of Our Application. You are solely responsible for securing and backing up your User Generated Content.

## **12. Interactive Services**

From time to time, We may provide interactive services on Our Application, including but not limited to Chat Rooms, Bulletin Boards, Live Quiz, Timeline, Question and Answer Forums, and Friend Notes (hereinafter referred to as “Interactive Services”).

In situations where We provide Interactive Services, We will provide clear information to You about the types of services offered. We will give our best efforts to assess the risks that may arise for users (especially for users under 18 (eighteen) years of age) from third parties when they use the Interactive Services available on our Application.

The use of Our Interactive Services by those of you who are under 18 (eighteen) years of age is subject to the supervision and approval of your parents or guardians. We encourage parents who supervise and allow their children to use Interactive Services to communicate about their children's safety online. Your parents or guardians under the age of 18 (eighteen) who use Interactive Services must be aware of the potential risks that you may experience when using Interactive Services, and be fully responsible for all your actions when using Interactive Services.

## **13. Problem Solving**

13.1 If you experience system disturbances, know or suspect that your account has been hacked, used or misused by other parties, or if your personal mobile phone or tablet device is lost, stolen, hacked or infected with a virus, find any content on our application that you believe violates any copyright, violates any other right, is defamatory, is pornographic or obscene, racist, or in other ways causes widespread infringement, or which constitutes impersonation, abuse, spam, or otherwise violates the Terms and Conditions and Policies Privacy and other Applicable Regulations, please report this to us immediately so that we can immediately take the necessary actions to avoid use, misuse or loss which arises or may arise further.

If you experience problems or problems related to Services, Third Party Content, Offers or payments through Payment Methods, or the treatment of Service Providers, Third



Party Content Providers, Offer Providers or Payment Method Providers, you can submit your complaints through the features we provide, including rating and comments, or by contacting us.

13.2 To submit complaints, questions, objections, etc. ("Reports"), you need to provide sufficient information, including but not limited to:

- a. a summary of the facts that happened;
- b. the evidence you have; and
- c. your full name, address and telephone number, e-mail address where you can be contacted, and your Account username if you have one.

13.3 By making a Report, you will be deemed to have included in the Report:

- a. a statement that you have a good faith belief that the disputed use of the material is not authorized by the copyright owner, its agent, or the law;
- b. a statement that the information in the Report is accurate; and
- c. in cases where you report content that you believe infringes copyright or other related rights, a statement that you are authorized to act on behalf of the owner of the copyright or other rights that are allegedly infringed.

13.4 To respond to each report that you submit, we will first verify it by matching the information you provide and your personal information contained in our system. If necessary, We may directly ask You to provide the necessary information for verification purposes.

13.5 We may refuse to follow up on your report if the information you provide does not match the personal information contained in our system or if the report is submitted related to, on behalf of, or by another party that is different from the account owner in question who is officially registered in our system. . We may stop following up on your report if we, in our sole discretion, consider that your report is not supported by sufficient and clear facts, or has been completed. We can also forward your Report to Service Providers, Third Party Content Providers, Offer Providers or Payment Method Providers to be resolved directly by you and Service Providers, Third Party Content Providers, Offer Providers or Payment Method Providers.

13.6 Regarding certain reports related to services, we may, at our sole discretion, facilitate meetings between you and service providers for the purpose of solving problems amicably and amicably. In such case, if you still feel the need to take other action, including any legal action, you can do so on your own full responsibility.

#### **14. Temporary Freezing and Permanent Freezing of Your Account**

14.1 You can remove the Application from your mobile phone and/or tablet at any time. We do not have any obligation to you for matters arising from the deletion of the Application, temporary freezing or permanent freezing of your account. However, you are still responsible for completing your obligations that have arisen, including but not limited to any obligations that may arise as a result of existing disputes, demands or other legal actions, prior to the date of application removal, temporary suspension or permanent freezing of your Account.

14.2 Your account may be frozen temporarily or permanently frozen for any reason, including but not limited to the following:

- a. Your report that your account is used or suspected of being used or abused by other people;
- b. Your report that your personal mobile phone or tablet is lost, stolen or hacked;
- c. We know or have sufficient reason to suspect that your Account has been transferred or used by someone else;
- d. We know or reasonably suspect that things have happened which in our view have or may harm us, you, the service provider or other parties;
- e. We know or reasonably suspect that you have registered or entered multiple accounts on one device for the purpose of violating the Terms and Conditions, Privacy Policy or applicable laws and regulations;
- f. Our system detects any unusual actions from using your account or obligations based on the Terms and Conditions and/or Privacy Policy that are not fulfilled by you;
- g. you have passed away, been placed under guardianship or guardianship or have experienced other disabilities that make you incapable of law based on the applicable laws and regulations;
- h. Use of the Application or Service by you or other parties (using your account) in a way that is contrary to these Terms and Conditions, the Privacy Policy or applicable laws and regulations; and/or
- i. Orders to freeze accounts, either temporarily or permanently, issued by related government or monetary institutions or based on court orders issued in accordance with applicable laws and regulations.

14.3 If your account is frozen and you have clear evidence that your account should not have been frozen, you can make a report to us to convey the evidence. After carrying out further examination of Your Report, We will, at Our sole discretion, determine whether to terminate or continue to freeze Your Account. Freezing will not be continued unreasonably if we decide that the things that caused the freeze have been resolved.

## **15. Actions We Consider Necessary**

In general, We have no obligation to moderate, supervise, or record Interactive Services, User Generated Content, or your other activities while using or visiting the Application (including but not limited to sending or uploading messages, written chats, or postings on features available or will be available within the Service). However, We reserve the right to take actions that We deem necessary to ensure Your compliance with these Terms and Conditions and/or the provisions of the applicable laws and regulations.

If We know or have sufficient reasons to suspect that You have committed immoral acts, violations, crimes or other actions that are contrary to these Terms and Conditions and/or applicable laws and regulations, whether referred to in these Terms and Conditions or no, then we have the right to and can freeze your account or stop your access to the application, either temporarily or permanently, carry out inspections, demand compensation, report to the authorities, and/or take other actions that we deem necessary, including criminal law actions as well as civil law.

We will follow up by conducting an investigation and/or facilitating the relevant Service Provider to report you to the authorities if we receive a report regarding a violation that you

have committed against these Terms and Conditions or a violation of applicable laws and regulations in relation to harassment or violence. verbal, including but not limited to physical, gender, ethnicity, religion and race.

This provision also applies vice versa if you experience the actions mentioned above that are carried out by the Service Provider against you.

#### **16. Your Responsibilities**

You are fully responsible for the decisions you make to use or access the Apps, Services, Third Party Content, Offers or Payment Methods. You must treat Service Providers, Third Party Content Providers, Offer Providers and Payment Method Providers with respect and must not engage in unauthorized, threatening or harassing behavior or actions when using Applications, Services, Third Party Content, Offers or Payment Methods.

You are fully responsible for any losses and/or claims arising from the use of Applications, Services, Third Party Content, Offers or Payment Methods through your Account, either by you or other parties who use your Account, in a way that is contrary to the Terms and Conditions. These terms, the Privacy Policy, including terms and conditions and privacy policies determined by Service Providers, Third Party Content Providers, Offer Providers and Payment Method Providers, or applicable laws and regulations, including but not limited to the purpose of money laundering, financing or incitement to commit acts of terrorism, criminal activity, fraud in any form (including but not limited to phishing and/or social engineering activities), violation of intellectual property rights, and/or other activities that harm the public and/or any other party or which may or may be deemed to damage our reputation.

#### **17. Limitation of Our Liability**

The application that we provide is as is and we do not represent or guarantee that the reliability, timeliness, quality, suitability, availability, accuracy, completeness or security of the application can meet your needs and will meet your expectations, including but not limited to services, content Third Parties, Offers and Payment Methods which are fully the responsibility of Service Providers, Third Party Content Providers, Payment Method Providers. We are not responsible for any loss or damage caused by any failure or error made by Service Providers, Third Party Content Providers, Offer Providers or Payment Method Providers or your failure or error in complying with our Terms and Conditions, Service Providers, Content Providers Third party,

Applications may experience limitations, delays, and other problems in the use of the internet and electronic communications, including your device, Service Provider, Third Party Content Provider, Offer Provider or Payment Method Provider is damaged, not connected to the internet, out of reach, is turned off or does not work. We are not responsible for delays, failure to deliver, damage or loss resulting from these problems.

We are not obligated to monitor your access or use of the Application. However, we will continue to carry out supervision to ensure the smooth use of the Application and to ensure your compliance with these Terms and Conditions, applicable laws and regulations, court decisions, and/or provisions of administrative institutions or other government agencies.

We do not have any obligation, including to take further action or legal action deemed necessary by you, Service Providers, Third Party Content Providers, Offer Providers or Payment Method Providers, for any problems or disputes that arise between you and Service Providers, Providers Third Party Content, Offer Providers or Payment Method Providers. However, We will facilitate any problems or disputes that arise between You and Service Providers, Third Party Content Providers, Offer Providers or Payment Method Providers with reasonable efforts required. When We facilitate the resolution of problems or disputes between You and Service Providers, Third Party Content Providers, Offer Providers or Payment Method Providers.

#### **18. Your Statement**

You agree to access or use Applications, Services, Third Party Content, Offers or Payment Methods only for the purposes specified in these Terms and Conditions and not to abuse or use Applications, Services, Third Party Content, Offers or Payment Methods for fraudulent purposes, causing inconvenience to other people, make fake orders or other actions that can or are considered to cause harm in any form to other people.

You understand and agree that all risks arising from the use of Applications, Services, Third Party Content, Offers and Payment Methods are entirely Your responsibility and You hereby agree to release Us from any claims in connection with damage, interference or other forms of system interference caused by unauthorized access by other parties.

You expressly release us, including but not limited to our officers, directors, commissioners, employees and agents, from any and all obligations, consequences, losses, both material and immaterial, demands, costs (including attorney fees) or liability. other legal liability that arises or may arise as a result of your violation of these Terms and Conditions or in connection with the actions of Service Providers, Third Party Content Providers, Offer Providers or Payment Method Providers.

Excluded from the above provisions, if there is a direct loss as a result of our violation of these Terms and Conditions, then you agree and expressly limit the amount of your claims to the total amount actually incurred or paid in connection with the event.

BY CONTINUING ACCESS OR USE OF THE APPLICATION AND/OR THE SERVICES, YOU AGREE TO BEND TO AND COMPLY WITH ALL PROVISIONS OF RELATED LEGAL REGULATIONS AND THESE TERMS AND CONDITIONS, INCLUDING ALL AMENDMENTS AND THE TERMS AND CONDITIONS OF ANY SERVICE PROVIDERS, THIRD PARTY CONTENT PROVIDERS, OFFER PROVIDERS OR PAYMENT METHOD PROVIDER. IMMEDIATELY STOP ACCESSING OR USING THE APPLICATION AND/OR THE SERVICES IF YOU DO NOT AGREE TO ANY PART OF THESE TERMS AND CONDITIONS.

#### **19. Force Majeure**

Our application may be disrupted by events beyond our authority or control ("Force Majeure"), including but not limited to natural disasters (earthquakes, tsunamis, volcanic eruptions, floods, droughts and landslides), disease outbreaks, fires, industrial disputes, mass strikes, civil wars, rebellions, power struggles, wars with other countries, terrorism, and/or network and/or computer malfunctions caused by the general electricity not functioning or for other reasons beyond our control. You agree to release us from any claims

and responsibilities, if we are unable to facilitate the service, including fulfilling the instructions you give through the application, either in part or in whole, due to a Force Majeure.

## **20. Changes in Terms and Conditions**

Any changes that we make to our Terms and Conditions in the future will be published through this page and, if needed and/or there are material changes, we will notify you via electronic mail. Please revisit this page from time to time to see any updates or changes to our Terms and Conditions.

If permitted by statutory provisions, continuous use of our services and applications or express approval will be considered as your approval and acceptance of the changes we make to this Terms and Conditions.

## **21. Other Terms**

You understand and agree that these Terms and Conditions constitute an agreement in electronic form. Your action of checking the box that says "I agree to the Terms and Conditions" when creating your Account is your active agreement to enter into an agreement with us, so that the application of these Terms and Conditions and the Privacy Policy is valid and legally binding and continues to apply throughout the use of the Application. by you.

We may change these Terms and Conditions from time to time, which changes will be notified to you in any form and by any means, including but not limited to notification via electronic mail; and you agree that it is your responsibility to review these Terms and Conditions periodically. Your continued use of the services provided in the Application after changes and/or additions to the applicable Terms and Conditions, will be deemed your approval and acceptance of these changes and/or additions. You can submit an objection to changes and/or additions to the applicable Terms and Conditions that are considered to be detrimental to you commercially and materially within 14 (fourteen) calendar days from the date the changes and/or additions are published. You have the right to terminate your access to the Application in the event that you object to the changes and/or additions to the applicable Terms and Conditions.

We may update the Application from time to time and change its content at any time. Nonetheless, please note that our Application may have content that is not updated at any given time, and We are under no obligation to update it. We will always try to ensure, but do not fully guarantee, that our application and the content contained therein can be completely free from errors or omissions.

You will not submit any claims or objections to the validity of the Terms and Conditions or Privacy Policy made in electronic form.

You cannot transfer your rights based on these Terms and Conditions without our prior written approval. However, we can transfer our rights based on these Terms and Conditions at any time to other parties without the need to obtain prior approval from or provide prior notification to you.

If you do not comply with or violate the provisions of these Terms and Conditions, and we do not take action directly, it does not mean that we waive our rights to take the necessary actions at a later date.

These provisions remain in effect even after the temporary suspension, permanent suspension, application deletion or after the termination of this agreement between you and us.

If one of the provisions in these Terms and Conditions is unenforceable, it will not affect the other provisions.

These Terms and Conditions are governed by the laws of Singapore. Any and all disputes arising from the use of the Application or Service are subject to the exclusive jurisdiction of the competent court in Singapore.

## **22. How to Contact Us**

To contact us, please contact and send an e-mail to the address [corporate@talentvis.com](mailto:corporate@talentvis.com).

**You and/or my parents, guardians or guardians (as relevant) have read and understood all of these Terms and Conditions and the consequences and hereby accept all rights, obligations and provisions set forth therein.**