Terms of Use

These Terms of Use (these "Terms") set forth the rights and obligations of TalentEx Recruitment (Thailand) Co., Ltd. and you related to your use of our platform service for recruiting companies and job seekers “WakuWaku” (“Service”). Please read them carefully before starting use the Service. These Terms govern your access and use of the Service. In order to use the Service, you must agree to these Terms. If you do not agree to these Terms, you may not use the Service.

1. General Provisions
   1. These Terms form a binding agreement in relation to the use of the Service (“Service Agreement”) between you and TalentEx Recruitment (Thailand) Co., Ltd., a corporation organized and existing under the laws of Thailand, having its head office at 2 Jasmine Building, 12th Floor, Soi Prasanmitr (Sukhumvit 23), Sukhumvit Road, North Klongtoey, Wattana, Bangkok 10110 (“We,” “our” and “us”). You shall comply with these Terms upon the use of the Service.
   2. The Individual Provisions (as defined in Article3) are incorporated herein by reference and become a part of the Service Agreement. If there is any conflict between these Terms and Individual Provisions, Individual Provisions shall prevail.
2. Modification, Amendment or Addition
   1. We may, at our sole discretion, modify, amend, or add provisions to these Terms and Individual Provisions from time to time.
   2. In case of any modifications in these Terms, we will notify you of those modification, amendment, or addition without delay by posting on the Service, or other means determined by us.
   3. If, after we notify you of those modification, amendment, or addition, you continue to use the Service or do not terminate the Service Agreement within the term specified by us (if any), you are deemed to have agreed to those modification, amendment, or addition of these Terms.
3. Definition  
   In these Terms, the following words and terms have the following meanings, unless otherwise provided herein:
   1. “Applicant(s)” means an individual job seeker who has agreed with these Terms and executed the Service Agreement with us;
   2. “Applicants’ Information” means information created or provided by you into our Platform or to Recruiting Companies through the Service including, without limitation, resumes, Personal Information, jobs requirement, salaries requirement, inquiries, reviews, photos, comments, opinions, messages, files, images, e-mail or other contact information, or any other information provided by you into our Platform;
   3. “Individual Provisions” refer to any term stipulated in the documents or other mediums to be posted, provided, or distributed on our Service (regardless of whether online or offline) related to the Service.
   4. "Intellectual Property Rights" mean the rights and titles, domestic and international, including, without limitation, patent rights, utility model rights, design rights, trademark rights, copyrights (including the rights of translation and adaptation and the rights of the original author in the exploitation of a derivative work), and other rights relation to intellectual properties, and the rights to register these rights;
   5. “Job Ads” mean information or materials uploaded by Recruiting Companies into our Platform in relation to them or their recruitment activities or conditions including ,without limitation, company profile, job descriptions, salaries, interview reviews, photos, files, images, postings, e-mail or other contact information, information on the communication with Applicants through the Service such as responses, comments, opinions, messages, or any other contents provided by Recruiting Companies into our Platform;
   6. “Platform” means our website, [https://wakuwaku.world](https://wakuwaku.world/), on which the Service is provided;
   7. "Personal Information" means any information relating to an identifiable natural person who might be directly or indirectly identified in particular by reference to an identifier as defined in our privacy policy prescribed separately;
   8. “Recruiting Company(s)” means an individual or entity who register on and use the Service for the purpose of posting and disseminating their Job Ads, browsing Applicants’ Information, and contacting with Applicants;
   9. “Service” means the platform service for recruiting companies and job seekers, “WakuWaku”, which is operated by us and provide our Platform that you may post and disseminate your Applicants’ Information, browse Job Ads, and contact and communicate with Recruiting Companies, and other related services as provided by us.
4. Registration
   1. In order to use the Service, you need to create your account by register with the Service as a Applicant in a manner designated by us. Upon the registration, you shall agree to comply with these Terms and Individual Provisions. You shall also provide the information required by us ("Registration Information") and shall not provide us with false information.
   2. If we approve your application for the registration, we shall notify you of such approval. Provided, however, we may, at our sole discretion, determine whether we approve your application or not. Even though your application is unapproved, we are not required to disclose to you the reason thereof.
   3. The Service Agreement between you and us become effective at the time of notice of such approval (“Effective Date”).
   4. If there is any error or change in the Registration Information, you shall promptly notify us of the error or change or change or correct or change it by yourself through the Service. You shall be solely responsible for any damage incurred due to any falsity, error, or omission in the Registration Information.
   5. You shall provide us with materials relating to the Registration Information upon our request.
5. Account
   1. You shall keep and safeguard your own ID, password, and other information related to your account on your own responsibility and be liable for taking all actions to prevent unauthorized or wrongful use thereof.
   2. You shall not lend to, share with, transfer or assign to, or cause any third party to access or use your own accounts.
   3. If we confirm the match of your ID and password, we may deem that you, as a holder of the account, use the Service. You shall be solely responsible for any loss or damage arising from your deficiencies in management, inappropriate use or use of your account by third parties; we are not liable in any way for such loss or damage
   4. In the event you discover an unauthorized use of your account by any third party or a possibility thereof, you shall immediately notify us of that.
6. Placement of the Applicants’ Information
   1. If you wish to place your Applicants’ Information on the Service, you may upload it into Our Platform in a manner separately specified by us. Upon the placement of the Applicants’ Information, you shall be aware that your Applicants’ Information which you upload into our Platform might be in public on our Platform.
   2. You shall not upload into Our Platform and provide to Recruiting Companies any false or misleading information as Applicants’ Information.
   3. We may, at our sole discretion, inspect the contents of the Applicants’ Information uploaded by you at any time. If we consider the contents of the Applicants’ Information breaches or is against the standards or requirements separately determined by us, we may require you to amend, modify, or delete the whole or a part of the Applicants’ Information or we may amend, modify, or delete them without any notice to you.
7. Use of the Service
   1. During the term of the Service Agreement, you are entitled to use the Service in accordance with these Terms within the purposes of the Service. You shall not use the Service for any purposes other than the foregoing purposes, including, without limitation, the purpose of sale, distribute, or development of other services or products.
   2. You acknowledge and agree that the Service functions merely as a platform to facilitate the dissemination of the Job Ads and Applicants’ Information and the communication between you and Recruiting Companies; we are neither acting as an any kind of agent, operator, or representative of you or Recruiting Companies NOR providing any regulated employment-related services which might or might not require licenses. We are responsible only for providing our Platform.
   3. You acknowledge and agree that we may require you to satisfy certain conditions designated by us for the use of whole or a part of the Service.
8. Applicants’ Information
   1. We shall treat the Personal Information which you provide to us upon the use of the Service pursuant to the provisions of our [privacy policy](https://th.wakuwaku.world/ja/privacy) separately established; you hereby agree to such treatment.
   2. We may, at our sole discretion, use the Registration Information and other information related to you (“Applicants’ Information”) and data provided by you upon the use of the Service for the purpose of providing and operating the Service and improving the contents of the Service, and other related purposes, or use Applicants’ information and data as statistical information in a form that an individual is not identified; you hereby agree to such uses by us.
   3. We may use the Personal Information that may identify you for the purpose of public relation of the Service only if we obtain your prior consent.
9. Prohibited Acts
   1. In course of using the Service, you shall not conduct any of the following acts:
      1. acts that violate or likely to violate Labor Protection Act or any other applicable laws or regulations, court’s judgments, decisions, or orders, or mandatory administrative measures;
      2. acts which is or likely to be against public orders and morals;
      3. acts that disclose to any third party the information which a Recruiting Company provides to you and specifies as confidential without prior express consent of the Recruiting Company;
      4. acts that infringe or are likely to infringe Intellectual Property Rights, privacy rights, or other rights or benefits of us, other Applicants, Recruiting Companies or any third party
      5. acts of using or causing any third party to use the Service outside the scope approved by these Terms or in Individual Provisions;
      6. acts of reverse engineering, decompiling, disassembling, modifying, or transforming the Service, attempting to decode the source code, or other similar analytical acts;
      7. acts of placing an excessive burden on the network or system of the Service;
      8. acts of unauthorized or improper access to the system of the Service, improper rewriting or delete of information accumulated in our facilities, or any other acts that damage or likely damage to us;
      9. acts of uploading on the Service any information that falls under or that we determine to fall under any of the followings;
         1. Personal Information that you are not lawfully and duly authorized to acquire or upload onto the Service with due process;
         2. information that you do not have any legitimate rights or licenses;
         3. information obtained by illegal or unethical methods;
         4. information including computer viruses or other harmful programs;
         5. information that contains excessive violent or cruel content;
         6. information similar to the above;
      10. acts of providing benefits to criminals, crime organizations, or members thereof;
      11. acts that are contrary to the purposes of these Terms or Individual Provisions or the objectives of the Service;
      12. acts that violate the agreements of the affiliate services in alliance with us;
      13. acts that directly or indirectly cause,initiate or facilitate any of the foregoing acts;
      14. any other acts that we deem to be inappropriate.
10. Modification, Addition and Discontinuation of the Service
    1. We are entitled to, at any time, modify, amend, or add whole or a part of the contents of the Service without any prior notice to you.
    2. We are entitled to, without any prior notice to you, temporarily discontinue to provide the Service, in whole or in part, if any of the followings occur:
       1. regular or urgent maintenance or repair of the hardware, software, communication equipment, or other related equipment or systems regarding the Service deemed necessary by us;
       2. system overload due to excessive access or any other unexpected factors;
       3. system security or any other related matters need to be performed;
       4. telecommunications carriers do not provide their services;
       5. it becomes difficult to provide the Service due to Force Majeure as defined in Article18;
       6. we are required to discontinue to provide the Service by laws or regulations, judgments, decisions, or orders of court, or mandatory administrative measures;
       7. any other events similar to any of the preceding items.
    3. We are under no circumstances liable for any damages incurred by you arising out of any modification, amendment, or addition of the contents of the Service, or the discontinuation of the Service pursuant to this Article.
11. Confidentiality
    1. You shall maintain in confidence and safeguard all information including Personal Information (“Confidential Information”) which is designated as confidential, secret or proprietary by us.
    2. You shall utilize the Confidential Information solely for the purpose of use the Service and shall not disclose it to any third party without our prior written consent.
12. Suspension and Termination
    1. We are entitled to, without any prior notice to you, (i) temporarily suspend or limit the use of the Service by you or (ii) delete your Applicants’ Information, in whole or in part, provided by you on the Service including the User’s Information (collectively, "Suspension of the Use"), if you fall or are considered by us to fall under any of the followings:
       1. you fail to comply with any of the provisions of these Terms;
       2. any of the Registration Information or Applicants’ Information which you provide to us or Recruiting Companies, in whole or in part, is found to be false;
       3. any unauthorized payment regarding the Service is found;
       4. you die
       5. you do not respond to inquiries from us or other communications requiring your response for [30] days or more;
       6. you are or have been subject to the Suspension of the Use;
       7. we determine that you are or are likely to be a criminal, or member of a crime organization, or engaged in any exchange or involvement with, providing benefits to, or otherwise cooperating or involved in the maintenance, operation, or management of a crime organization;
       8. we determine that there is a circumstance similar to any of the preceding items.
    2. If you fall under or determine that you are likely to fall under any of the items prescribed in the preceding paragraph, we are entitled to, without any prior notice to you, terminate the Service Agreement.
    3. You are or will not be relieved of any and all obligations and liabilities under these Terms even after the Suspension of the Use or termination of the Service Agreement.
    4. Upon the occurrence of one or more of the events prescribed in Article12.1, all unpaid amounts owed to us by you (if any) become immediately due and payable; you shall immediately pay to us such amounts in full.
    5. Under no circumstances are we responsible or liable for any claims, damages, losses, expenses, costs or any liabilities (including, without limitation, any direct or indirect damages for loss of profits, business interruption or loss of information) incurred by you arising out of the Suspension of the Use or termination of the Service Agreement pursuant to Article12.1 and Article12.2.
13. Ownership of Rights
    1. You acknowledge that any and all Intellectual Property Rights and other titles or rights in relation to the Service and any information or data which we provide to you relating to the Service Agreement belong to us (or our licensor) and that we, in no way, grant you these title or rights.
    2. All titles and rights including Intellectual Property Rights in relation to information or data which you provide to us upon the use of the Service belong to you (“Your Property”); provided, you hereby agree that you shall grant us the right to utilize the User's Property indefinitely for the purpose of conducting our businesses unless otherwise provided herein.
    3. You hereby acknowledge and agree that you shall not claim, assert, or exercise against us any Intellectual Property Rights and other rights, including authors’ moral rights, with regard to the utilization of Your Property pursuant to the provision of the preceding paragraph.
14. Disclaimer and No Warranty
    1. WE MAKE NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO RECRUITING COMPANIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF THE ACCURACY, CORRECTNESS, CREDIBILITY, RELIABILITY, USABILITY, QUALIFICATION, AND RECENCY OF INFORMATION IN RELATION TO RECRUITING COMPANIES, FITNESS FOR YOUR REQUIREMENTS, STANDARDS, EXPECTATION, AND PARTICULAR PURPOSE.
    2. WE MAKE NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY, MERCHANTABILITY, ACCURACY, USEFULNESS, COMPLETENESS, OR BENEFIT THAT YOU MIGHT EXPECT OR ANY RESULT OF USE OF THE SERVICE SUCH AS HIRING BY ANY OF RECRUITING COMPANIES.
    3. We are not liable to you and/or any third party for any claims, damages, losses, expenses, costs or any liabilities (including, without limitation, any direct or indirect damages for loss of profits, business interruption or loss of any information or data) caused by the use of the Service.
    4. If a dispute arises with any third party in connection with the use of the Service, you shall resolve such dispute at your own responsibilities and expenses. If we deal with the complaints from or dispute with any third party, you shall be responsible to compensate us any expenses and/or damages arising out of such the dispute.
    5. We are not required to back up any information or data provided by you including User’s Information; you shall back up all the information or data at your sole responsibilities.
15. Remedies
    1. If we are damaged due to your breach, failure to comply with or default of any provisions hereof, you shall be liable to compensate us for all the damages, including, without limitation, settlements, costs, reasonable legal fees, and other reasonable expenses.
    2. You hereby acknowledge and agree that the breach of your obligations hereunder will cause irreparable harm to us and that the remedy or remedies at law for any such breach will be inadequate, and that, in the event of such breach, in addition to all other available remedies, we are entitled to an injunction restraining any breach and requiring immediate and specific performance of the obligations.
16. Limitation of Liability
    1. Our total liability of Company on any claims, whether in contract, tort or otherwise, arising out of the Service Agreement shall in no event exceed the total amount actually paid by you to us (if any) prior to the event giving rise to the claims, except for our intentional or gross negligent conduct.
    2. We are in no event liable for incidental, consequential, indirect, or special damages, including, without limitation, damages for loss of revenue, even if we are notified of the possibility of such damages.
17. Indemnification  
    You shall defend, indemnify and hold us, our directors, employees, and agents, harmless against any liability, loss, damages, personal injury or death, or property damages as a result of any claim or dispute caused by the Service.
18. Force Majeure  
    We are not liable for any delay or failure in the performance of any obligation under the Service Agreement in the event that such delay or failure caused by force majeure (“Force Majeure”), including but not limited to, acts of God, war, threat of war, warlike conditions, hostilities, mobilization for war, blockade, embargo, detention, revolution, riot, port congestion, looting, strike, lockout, plague or other epidemic, destruction or damage of goods or premises, fire, typhoon, earthquake, flood or accident, or due to acts of governmental or quasi-governmental authorities or any political subdivision or department or agency thereof without our fault, or due to any labor, material, transportation shortage or curtailment, power failure or utility shortage or curtailment without our fault, or due to any labor trouble at the place of our business or our suppliers, or due to any other cause beyond our control.
19. Term
    1. The Service Agreement commences on the Effective Date and continues until terminated as provided in these Terms.
    2. Unless otherwise expressly provided in these Terms, you may terminate the Service Agreement at any time in accordance with the procedure separately set forth by us.
    3. Upon the termination of the Service Agreement pursuant to the provisions of the preceding paragraph, you shall forfeit the right of the use of the Service; provided, however, you are or will not be relieved of any and all obligations and liabilities under these Terms even after the termination.
    4. You acknowledge and agree that we are not required to retain any information or data provided by you upon the use of the Service after terminating the Service Agreement.
20. Survival  
    Article11, Article13, Article14, Article15, Article16, Article17, Article18, Article19.3, Article20, Article22, Article23, Article24, Article27 and any other provisions that, by their nature or terms, are intended to survive will survive the expiration or termination of the Service Agreement for any reason.
21. Notice
    1. Unless otherwise provided herein, we may give to you a notice or any other communications from us concerning the Service by posting on the website of the Service, email, or in other manner determined by us.
    2. Unless otherwise provided herein, you shall give to us a notice, inquiry, and other communications relating to the Service in other manner designated by us.
    3. Contents, business hours, or other details of our supports relating to the Service are separately determined by us.
22. Waiver  
    Our failure at any time to require your performance of any responsibility or obligation hereunder shall in no way affects the full right to require such performance at any time hereafter. Nor do our waiver of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision hereof or constitute a waiver of the responsibility or obligation itself.
23. Severability  
    If any provision of these Terms is deemed illegal, invalid or unenforceable in any jurisdiction, such provision is deemed null and void, but these Terms remains in force in all other respects.
24. No Assignment
    1. You may in no event sell, transfer, assign, mortgage, pledge, or otherwise encumber, deal with, or otherwise by merger or by corporate divide the Service Agreement, any right or obligations hereunder, or grant security interests of its status hereunder, in whole or in part, to any third party without the prior written consent of the other Party. Any attempt to do so in contravention of this Article is void and of no force and effect.
    2. You hereby acknowledge and agree that in case we assign or transfer our business in relation to the Service to a third party ("Business Assignment"), we may transfer any and all of our titles, rights, and obligations hereunder and all information obtained by us including the User’s Information to the third party. For the avoidance of doubt, the Business Assignment includes the comprehensive succession due to the merger, company split, or other reorganizations in which we become a disappearing company or a splitting company.
25. Headings for Reference Only  
    All headings used in these Terms are inserted for convenience only and are not intended to affect the meaning or interpretation of these Terms or any clause or provision herein.
26. Controlling Language  
    These Terms is drawn up in the language. These Terms might be translated into any language other than English; provided however that the English text prevails in any event.
27. Governing Law and Jurisdiction
    1. The Service Agreement is governed and construed in accordance with the laws of Thailand, without regard to its conflict of law rules.
    2. We and you hereby consent to and confer the exclusive jurisdiction upon the Courts of Thailand over all action or proceedings arising out of or relating to the Service Agreement.

*Established on [8 May 2019]*  
*Amended on [26 Nov 2024]*