

# Terms of Use

Services provided by Olik Pte Limited through the Site therein shall be available to Job Seekers or other users such as Advertisers. Access to and use of the contents and services provided on the Site shall be subject to the term and conditions which are set out below ("Terms and Conditions") and the [Privacy Policy](#).

If you do not accept either or both of the Terms and Conditions and/or the [Privacy Policy](#), please do not join, access, view, download or otherwise use any services offered by Olik Pte Ltd via the Site. By your continued use of the Site, you acknowledge that you have read and understood the Terms and Conditions and the [Privacy Policy](#) and that you agree to be bound by all of its provisions. Olik Pte Ltd reserves the right to amend, add to, delete or revise the [Privacy Policy](#) and the Terms and Conditions at any time without prior notice. You are advised to periodically review the [Privacy Policy](#) and the Terms and Conditions. Your access to the Site and Olik Pte Ltd's services will be terminated upon your notice to Olik Pte Ltd that any change is unacceptable; otherwise your continued use shall constitute your acceptance of all changes and they shall be binding upon you.

## 1. Definitions

1. In these Terms and Conditions, the following terms shall have the respective meanings specified below unless the context otherwise requires:
  1. "Advertiser" means a user who places a job advertisement or promotes any job related activities via the Site.
  2. "Qode" means Olik Pte Ltd.
  3. "Job Seeker(s)" means users seeking employment.
  4. "Site" means any website, job portal or mobile application owned and operated by Olik Pte Ltd and its affiliates/subsidiaries or its service providers.
  5. The terms "you", "user" and "users" herein refer to all individuals and/or entities accessing and/or using the Site at any time for any reason or purpose.

## 2. Acceptable Site Uses

### 1. Specific Uses – Job Seeker:

1. Job Seeker agrees that he/she shall only use the Site for lawful purposes and seeking employment.
2. Job Seeker agrees to keep his/her login name and password with care and not to disclose them to any other person. Job Seeker is solely responsible for maintaining the confidentiality, safekeeping and security of such login name and password and shall notify Qode immediately of any unauthorized use of the same.

3. Job Seeker confirms and acknowledges that he/she discloses his/her personal data and all other information to the Advertisers and/or Qode of his/her own volition when he/she applies for available job vacancies posted on or through the Site, and/or when Job Seeker uses the Site for purposes of submitting, uploading or posting his/her resume on the Site. By submitting, uploading or posting his/her resume on the Site, Job Seeker authorizes Qode to store his/her resume and information or data related thereto in the database of Qode ("Database"). Job Seeker may send his/her resume and the related information or data directly to any Advertiser who advertises on or through the Site. Alternatively, Job Seeker may send his/her resume and the related information or data to Qode through the Site in reply to any job advertisement. In such an event, Job Seeker's resume and the related information or data will remain active on the Site and be stored in the Database at his/her own risk unless and until he/she chooses to delete them. Job Seeker acknowledges and agrees that his/her resume and the related information or data may be accessed by the Advertisers who have subscribed to the services of Qode for the sole purpose of recruiting and assessing the suitability of Job Seekers. Qode also reserves the right to reject, disapprove or edit any part of the Job Seeker's resume and information or data related thereto as it sees appropriate and to erase any personal data which Qode reasonably believes that such information or data are inaccurate, false, illegal, unlawful, infringe copyright / trademark / trade name / trade secret or infringe any other intellectual property rights or invade the privacy of the other having regard to the purpose (including any directly related purpose) for which the data are or are to be used.
4. Job Seeker acknowledges and agrees to Qode's practice of charging Advertiser a fee for access to the Site, the Database and/or Job Seekers' resumes, details and information or data related thereto for the sole purpose of recruiting and assessing the suitability of Job Seekers and subject to the terms herein. Job Seeker also recognizes that he/she shall have no claims to any such fee received by Qode.
5. Qode will not release Job Seeker's personal data to any Advertiser without his/her permission unless required by any authorized institution or obliged under the prevailing laws and regulations. Job Seeker acknowledges and agrees that Qode will, if he/she so authorizes, release his/her resume (without his/her personal and contact information and name of his/her current employer) to Advertiser through the use of Qode's search engine or any other means for the sole purpose of enabling Advertiser to recruit and assess the suitability of Job Seekers in relation to any job vacancy. Job Seeker agrees that Qode and its associated companies may use his/her personal data (without his/her name, address and other personal identifiable information) for marketing purposes which may be directed to either potential Advertisers, their respective agents or anyone under their employ.
6. Although Qode shall use its reasonable endeavors to restrict access to the Database only to the Advertisers and personnel of Qode, it does not guarantee that other parties will not, without Qode's consent, gain access to

the Database. Job Seeker may disable searching or viewing of his/her resume by the Advertisers at any time. However, Job Seeker acknowledges that the Advertisers and other parties who have otherwise gained access to the Database may have retained a copy of Job Seeker's resume. Qode is not responsible for the retention, use or privacy of resumes in these instances, or for the use or privacy of resumes by any of such parties while the resumes are in the Database.

7. Qode will not be responsible or held liable in any way if any Advertiser or other user, in breach of the Terms and Conditions, whether in Singapore or elsewhere, uses the Job Seeker's personal data, information or materials for any purpose other than for recruiting potential employees. Job Seeker accepts that all personal data, information or materials given to Advertiser or other users, or submitted on or through the Site, are given entirely at his/her own risk.

## 2. Prohibited Uses – Users:

1. Users agree(s) that:
2. Job Seeker shall not post any non-resume related information or data and/or incomplete, false or inaccurate resume related information or data on the Site.
3. Job Seeker shall not respond to any job vacancy advertisement for any reason other than to apply for the job advertised, and Advertiser shall not respond to any Job Seeker other than in connection with his/her application for a job. Any communications or use of the Site for any purposes other than recruitment purposes, including but not limited to soliciting of donations or business for any reason, are strictly prohibited.
4. All users shall not use the Site in any manner that infringes the intellectual property rights or proprietary rights of others.
5. All users shall not print, download, duplicate, transmit or otherwise copy, reproduce, redistribute, republish or use any personally identifiable information about other users save and except that the Advertisers may use the Database and/or Job Seekers' resumes and the information or data related thereto pursuant to Section 1.1.5 as above. All unsolicited communications of any type to users are strictly prohibited.
6. All users shall not delete, revise or remove any material posted by any other person or entity.
7. All users are prohibited from violating or attempting to violate the security of the Site including, without limitation, accessing data not intended for them or logging into a server or account which they are not authorized to access, attempting to probe, scan or test the vulnerability of a system or network or attempting to breach security or authentication measures without proper authorization, attempting to interfere with service to any user, host or network or sending unsolicited e-mails, including promotions and/or advertisements for products or services. Violations of system or network security may result in civil and/or criminal liabilities, including under the Computer Misuse Act (Cap. 50A) and the Spam Control Act (Cap. 311A).

8. All users shall not upload, post, publish, transmit, distribute, circulate or store any material in whatsoever way relating to the Site (i) in violation of any applicable laws or regulations; (ii) in any manner that may infringe the copyright, trademark, trade secrets or other intellectual property rights or proprietary rights of others or violate the privacy or publicity or other personal rights of others; (iii) that is harmful, defamatory, libelous, obscene, discriminatory, harassing, threatening, abusive, hateful, racist, blasphemous, false, illegal, improper or is otherwise offensive or objectionable; (iv) in the manner that causes unrest in politics, religion, national security or stability of Qode; or (v) that contains viruses, trojan horses, worms, corrupted files or other materials or programs that may interrupt, damage or limit the functionality and operation of the Site, the services offered on the Site, or of any computer software or hardware or telecommunication equipment.
9. All users are prohibited in using screen scraping, data mining, robots or similar data gathering and extraction tools on the Site for establishing, maintaining, advancing or reproducing information contained on our Site on your own website or in any other publication, except with our prior written consent.

### 3. Intellectual Property Rights

All contents of the Site, including without limitation information, text, graphics, images, layout, designs, pictures, logos, editorial content, HTML and other proprietary materials on the Site (collectively "Contents") are the intellectual property of Qode or its licensors and are protected by copyright, trademark, patent and other intellectual property laws. Users acknowledge and agree that the Contents are made available solely for their personal non-commercial use. Except as otherwise provided in this paragraph, users shall not, and shall not procure, assist or facilitate any third party to, copy, reproduce, transmit, publish, disseminate, distribute, redistribute, broadcast, circulate, store (in any medium), display, modify, sell or transfer or participate in the sale or transfer of or offer for sale of, create derivative works from, or in any way exploit any of the Contents, whether in whole or in part. Users may download or copy the Contents solely for their personal non-commercial use and/or users that are expressly permitted in these Terms and Conditions, provided that users will not delete or amend any symbols or statements in the Contents that indicate the subsistence therein of copyright, trademark and any other proprietary rights. Users do not have any right, title or interest in or to any or any part of the Contents as a result of such downloading or copying. Qode reserves all its rights of enforcement of all its intellectual property rights or proprietary rights in the Contents, including without limitation against any use of any of the Contents that is not expressly permitted under the Terms and Conditions. For the avoidance of doubt, any purported consent of any third parties (including Advertisers) to the use of the Contents or any part thereof shall not in any way exonerate the users from the restrictions/prohibitions imposed hereunder in whatsoever manner.

### 4. Responsibility

Qode reserves the right to monitor the Site and its contents at any time, but is not obliged to do so. Qode takes no responsibility whatsoever for any material on the Site that is not posted by Qode or is otherwise posted by Qode on behalf of a user. All users acknowledge and agree that they are fully responsible for the form, content and accuracy of any resume, information, data, advertisement, web page and/or material submitted by them to Qode or that is otherwise posted by them on or through the Site. Qode does not warrant that any resume, information, data, advertisement or web page will be viewed by any specific number of users or that it will be viewed by any specific user or result in successful recruitment of personnel. Qode shall not in any way be considered an agent of either Advertiser or Job Seeker with respect to any use of the Site. Qode shall not be responsible in any way for any decision, for whatever reason, made by any party seeking or posting jobs on the Site, or of any party responding to or posting advertisements on the Site. Whilst Qode has endeavored to provide a quality service to advertisers and job seekers, it does not warrant that the site will operate error-free or that the site and its server are free of viruses or other harmful mechanisms, that any defects will be corrected, or that the operation of the site will be uninterrupted, timely or secure. If use of the site or its contents result in the need for servicing or replacing equipment or data, by any user, Qode shall not be responsible for those costs and any loss or damage of whatever nature. The site and its contents are provided on an "as is" basis without any warranties of any kind. To the fullest extent permitted by law, Qode disclaims all warranties, including without prejudice to the foregoing, any warranties in respect of merchantability, availability of featured products or services, non-infringement of third party rights, fitness for particular purpose, or about the accuracy, reliability, completeness, timeliness or other qualities of the site and the contents, services, software, text, graphics and links contained therein. Users should independently assess and verify the accuracy, completeness and reliability of the information on the site and to seek professional advice where necessary.

#### 5. Own Risk

All users use the site and any other websites accessed through it, entirely at their own risk. All users shall be responsible for their own communications and are responsible for the consequences of their activities on the Site. Qode does not represent or guarantee the truthfulness, accuracy or reliability of any of the communications posted by other users or endorse any opinions expressed by users. Any reliance by users on any material posted by other users shall be at their own risk. Qode reserves the right to expel any users and prevent their further access to the Site at any time for breaching the Terms and Conditions or violating the laws and regulations and also reserves the right to remove any material which is abusive, illegal, disruptive or inappropriate at Qode's sole discretion without notice and/or consent whatsoever.

#### 6. Links to Other Websites

The Site may contain links to third-party websites. These are provided solely as a convenience to users and as Internet navigation tools, and not in any way as an

endorsement by Qode of the contents on such third-party websites. Unless otherwise stated on the Site, Qode has no control over or rights in such third-party websites and is not responsible for their availability or security. If users access any linked third-party websites, they do so entirely at their own risk. Qode shall not be responsible for the contents of any third-party websites linked to the Site or any links contained in such third-party websites or any changes or updates to the above, and does not make any representations or warranties regarding the contents or accuracy of materials on such third-party websites. Qode shall not be responsible or liable for any loss or damage of any kind arising from or in connection with the use of the services or contents of such third-party websites. Further, any data or materials posted on the Site by any user may be viewed by users of other websites linked to the Site and Qode shall not be responsible for any improper use by any user or third party other than Qode of any data or materials posted on the Site.

#### 7. Indemnity

All users agree to indemnify and hold harmless Qode and its associated companies, officers, directors, employees, agents, proprietors, partners, representatives, shareholders, servants, attorneys, predecessors, successors and assigns from and against any claims, actions, demands, injuries, liabilities, losses, damages, costs and expenses (including legal fees and litigation expenses on a full indemnity basis) arising from or relating to the users' use of the Site or its contents or the users' breach of the Terms and Conditions, to the fullest extent permitted by applicable law. This indemnification shall be in addition to all other obligations of users under the Terms and Conditions, and shall not prejudice any other rights or remedies available at law to Qode.

#### 8. Disclaimer

To the fullest extent permitted by applicable law, Qode and its associated companies, officers, directors, employees or agents shall not be liable in any event for damage of any kind suffered by any users whatsoever directly or indirectly arising from or relating to such users' use of or inability to use the site and its contents, including without limitation any errors or omissions in such contents, or any deletion, incorrect or delayed transmission or loss of any contents or materials uploaded or transmitted through the site.

#### 9. Dealing with Advertisers

User's communication or business dealings with, or participation in promotions organized by, advertisers found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between the user and such advertiser. Qode shall not be responsible or liable for any loss or damage of any type or nature incurred as a result of any such dealings or as a result of the presence of the advertisers on the Site or as a result of the accuracy or truthfulness of any information or data posted by the advertisers.

## 10. Dealing with Other Users

Notwithstanding Qode uses its best endeavors to provide impartial job seeking and recruitment services, and represents a media supporting information exchanged between Advertisers and Job Seekers, Qode will not be involved in dealings or disputes between Job Seeker and Advertiser and Qode shall not be responsible or held liable for the quality, security and legitimacy of the recruitment service. Qode does not warrant or guarantee the accuracy of the information and/or the resume provided by Job Seeker or of the recruitment advertisements provided by Advertiser. Qode does not guarantee that Advertiser will be able to pay the relevant remuneration or that Job Seeker will be competent to take the job offered by the Advertiser. Should any dispute arise between Advertiser and Job Seeker, Advertiser and Job Seeker shall resolve such disputes between themselves and Qode shall not be responsible and held liable for any disputes thereof.

## 11. Limitation of Liability

Without prejudice to the above and subject to the applicable laws, the aggregate liability of Qode to any user for all claims arising from or relating to his/her use of Qode services and the Site shall be limited to the fees received by Qode in respect of the services giving rise to such claims.

## 12. Termination

In the event that any information provided by the user is inaccurate, in breach of any laws or contains indecent elements, Qode shall instantly abrogate the user's account and membership without notice and reserves the right to take any action as it considers appropriate, desirable or necessary, including but not limited to taking legal action against such user. Qode reserves the right at any time to immediately terminate or suspend any user's account or access to the Site without notice, where Qode is of the opinion that the user has breached any of the Terms and Conditions or violated any law or regulation, and to take further action as Qode in its sole discretion considers appropriate, desirable or necessary, including removing any material which it deems abusive, illegal, disruptive or inappropriate. Qode shall have the sole and absolute discretion to decide whether the user, Job Seeker or Advertiser has breached any of the Terms and Conditions, and such decision shall be final. In case Qode has not exercised the right under this Clause, it shall not be deemed to be a waiver.

## 13. Modification to Access or Site

Qode reserves the right at any time and from time to time to modify, change, suspend, discontinue or restrict (a) users' access to, either temporarily or permanently, the Site (or any part thereof); or (b) the whole or any portion of this Site (and the services provided therein), with or without notice. Qode shall not be liable to users or to any third party for any such modification, change, suspension, discontinuation or restriction.

#### 14. Security Measures

Qode will use its reasonable endeavors to ensure that its officers, directors, employees, agents and/or contractors exercise their prudence and due diligence in handling the personal data submitted by Job Seeker and that access to and processing of the personal data by such persons is on a “need-to-know” and “need-to-use” basis. Qode will use its reasonable endeavors to protect Job Seekers’ personal data against any unauthorized or accidental access, processing or erasure of the personal data.

#### 15. Governing Law and Jurisdiction

1. The Terms and Conditions and any dispute or matter arising from or incidental to the use of the Site shall be governed by and construed in accordance with the laws of Singapore. Any dispute, controversy or claim arising out of or in connection with the Terms and Conditions, including any question regarding its existence, validity, breach or termination, shall be referred to and finally resolved by arbitration in Singapore at the Singapore International Arbitration Centre (“SIAC”) or at such other venue in Singapore as the parties concerned may agree in writing in accordance with the SIAC Rules. A tribunal shall consist of a single arbitrator to be appointed by the chairman of the SIAC. The decision of the tribunal shall be final and binding on the parties concerned. The language of the arbitration shall be English. The parties concerned undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.
2. In the event of any breach of the Terms and Conditions by a party, the other party shall be entitled to remedies in law and equity as determined by arbitration.

#### 16. Force Majeure

1. Without prejudice to the provisions of these Terms and Conditions limiting or disclaiming liability, Qode is not liable for any delay or failure in performance resulting directly or indirectly from causes beyond its reasonable control, including, without limitation, failure of the internet, power failure, failure of computer, telecommunication or other equipment, strikes, labor disputes, riots, insurrections, civil disturbances, shortage of labor or materials, fires, floods, storms, explosions, act of God, war, governmental actions, orders of domestic or foreign courts and non-performance of third parties.

#### 17. Entire Agreement

The Terms and Conditions shall constitute the entire agreement between user and Qode relating to his/her/its use of the Site, and shall replace and supersede all other communications (be it written or oral), discussions, letters and contracts relating to the subject matters hereof.

#### 18. Severability



The provisions of the Terms and Conditions shall be enforceable independently of each other and the validity of each provision shall not be affected if any of the others is invalid. In the event that any provision or any part of a provision of the Terms and Conditions is determined to be or becomes illegal, invalid or unenforceable, the validity and enforceability of the remaining provisions or remaining part of the provision of the Terms and Conditions shall not be affected and, in lieu of such illegal, invalid, or unenforceable provision or part of a provision, there shall be added as part of the Terms and Conditions one or more provisions as similar in terms as may be legal, valid and enforceable under the applicable law.

19. Variation of Terms

1. Qode may vary these Terms at any time. If Qode varies these Terms, it will provide notice by publishing the varied Terms on the Site.
2. You accept that by doing this, Qode has provided you with sufficient notice of the variation to its Terms.