



# Terms and Conditions for Job Seeker

## 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.

# Terms and Conditions for Recruiter

Last Updated - Oct 1, 2023

THE TERMS AND CONDITIONS SET FORTH HEREIN ("THE TERMS") ARE A LEGAL CONTRACT BETWEEN YOU AND OLİK PTE LTD. ("QODE", "WE" OR "US"). THE TERMS EXPLAIN HOW YOU ARE PERMITTED TO USE THE WEBSITE LOCATED AT [QODE.WORLD](https://code.world) AS WELL AS ALL ASSOCIATED SITES LINKED TO QODE.WORLD BY QODE, ITS SUBSIDIARIES AND AFFILIATED COMPANIES (COLLECTIVELY, THE "SITE"), AND ALL SOFTWARE, SERVICES, OR CONTENT ASSOCIATED WITH THE SITE (COLLECTIVELY, THE "SERVICES"). UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO "SITE" OR "APP " INCLUDE THE SERVICES AVAILABLE THROUGH THE SITE. BY USING THIS SITE OR THE SERVICES, YOU ARE AGREEING TO ALL OF THESE TERMS; IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SITE, ANY OF THE SERVICES, OR ANY INFORMATION OR MATERIALS CONTAINED WITHIN THE SITE. IF YOU ARE USING THE SITE FOR YOUR COMPANY'S USE, YOU REPRESENT THAT YOU ARE AN AUTHORIZED REPRESENTATIVE WHO HAS THE AUTHORITY TO LEGALLY BIND YOUR COMPANY TO THESE TERMS.

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH QODE, UNLESS SPECIFICALLY PROHIBITED BY APPLICABLE CONSUMER PROTECTION LEGISLATION. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

These Terms represent the parties' entire understanding regarding the Services and shall control over any different or additional terms contained within any other document. QODE's Services enable employers and professional recruiters to post jobs or opportunities ("Opportunities"), search for, identify and reach out to job seekers ("Member" or "Members") in the employment market for professional positions. The words "you," "your," or "user" whether or not capitalized, as used herein, refer to any recruiter or employer and/or entities accessing or using the Site or any Services, for any reason.

Changes.

QODE may, from time to time, make changes to the content and features of the Site and any Services (not including these Terms) at any time, including changing, updating, or adding or removing provisions of these Terms. If we make a material modification to these Terms or the [Privacy Policy](#), we will notify you through the email associated with your account. By using the Site

and/or the Services after QODE has updated the Terms or [Privacy Policy](#), you are agreeing to the updated terms; if you do not agree with any of the updated terms, you must stop using the Site and the Services.

#### Eligibility.

Users must be at least the age of majority in the jurisdiction in which you reside in order to use the Site and the Services. By using the Site or the Services, you represent, acknowledge and agree that you are at least the age of majority in the jurisdiction where you reside and have the right, authority and capacity to agree to and abide by these Terms. You also represent that you will use the Site and Services in a manner consistent with any and all applicable laws and regulations. Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination by QODE and/or its affiliates. QODE may terminate these Terms and your use of the Site and Services without notice if we, in our sole discretion, believe that you are not at least the age of majority in the jurisdiction where you reside, or have otherwise violated the Terms.

#### General Use.

QODE provides content and Services through the Site that are the copyrighted and/or trademarked work of QODE or QODE's third-party licensors and suppliers or other users of the Site (collectively, the "Materials"). Materials may include logos, graphics, video, images, software and other content. Subject to the terms and conditions of these Terms, and your compliance with these Terms, QODE hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use the Site and the Services solely for personal or internal business purposes. Except for the foregoing license, you have no other rights in the Site, the Services or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Site, the Services or the Materials in any manner. If you breach any of these Terms, your account will terminate automatically.

#### Subscriptions.

By registering and paying for an account with QODE, you will have access to certain password-restricted areas of the Site and certain Services and Materials offered on and through the Site (a "Subscription"). The rights and privileges provided to You upon registration are personal and non-transferable.

We offer different Subscription options. If you have chosen a paid subscription option, the fee that we will charge you for your Subscription will be the price indicated at the point of sale. QODE reserves the right to change prices for Subscriptions at any time, upon notice, and does not provide price protection or refunds in the event of promotions or price decreases. All sales and payments of Subscription fees will be in US Dollars. You hereby authorize QODE to charge your credit card or

other available payment method associated with your account for any fee indicated at the point of sale. You will be liable for paying any and all applicable sales and use taxes for the purchase of your Subscription. Fees are non-refundable under any circumstances, subject to applicable laws. Paid Subscriptions are effective on the date of your purchase and continue through the subscription period indicated at point of sale. If You choose to discontinue use of the Site prior to the expiration of a paid subscription period, You will continue to be responsible for the full amount due for the entire subscription period.

ALL SUBSCRIPTIONS RENEW AUTOMATICALLY. IF YOU PURCHASE A SUBSCRIPTION, QODE WILL AUTOMATICALLY RENEW YOUR SUBSCRIPTION ON THE DAY YOUR CURRENT SUBSCRIPTION PERIOD EXPIRES (THE "RENEWAL DATE"), AND QODE WILL CHARGE YOU WITH THE APPLICABLE SUBSCRIPTION FEE AND ANY APPLICABLE SALES AND USE TAXES THAT MAY BE IMPOSED ON YOUR SUBSCRIPTION FEE PAYMENT ON THE RENEWAL DATE, UNLESS YOU CANCEL PRIOR TO THE RENEWAL DATE

QODE reserves the right to modify pricing at any time (but not the price in effect for your then-current Subscription term), upon advance notice to you. If you have not canceled your Subscription within the specified time after receiving notice of a price change, your Subscription will auto-renew at the price indicated in your notice.

Using the Site, the App and Services.

You may be able to view portions of the Site, without registering with QODE as a registered user. However, in order to access certain password-restricted areas of the Site and to use certain Services and Materials offered on and through the Site, you must register for an account with your business email. Once you have submitted your account registration information, QODE shall have the right to approve or reject the requested registration, in our sole discretion. Please note that the Services available to you may also vary depending upon your Subscription level.

QODE may also provide you with the ability to register for an account on the Site using your existing account and log-in credentials through Third-Party Sites (as defined below), which may change from time to time.

You are responsible for maintaining the confidentiality of your QODE login details, and you are responsible for all activities that use that account. You agree not to share your details, let others access or do anything else that might jeopardize the security of your Password. You agree to notify QODE if your login is lost or stolen, if you are aware of any unauthorized use of your login on the Site, or if you know of any other breach of security in relation to the Site.

All the information that you provide when registering for an account and otherwise through the Site must be accurate, complete and up to date. You may change, correct or remove certain information from your account by logging into your account at the Site and making the desired changes to your account information.

All Services are provided on a user basis and accounts may be tracked for compliance. If it is determined that unapproved users other than those provided to QODE are using Services, then QODE, at its sole discretion may terminate the account upon notice to the user's email address on record or bill you at the then prevailing price for users.

You agree to use the Services in accordance with the terms set forth herein. You understand and agree that the rights granted herein may be used only for the purpose of seeking qualified candidates for available opportunities. The Site may not be used to mine information from Members, or collect resumes or profile information for unspecified potential future positions. You may not send any communication seeking to solicit any professional services (e.g., executive coaching), nor post any opportunities on the Site or send out Opportunities for any competitor of QODE or post or otherwise distribute opportunities or other content that contains links to any site competitive with QODE. You are prohibited from using the Site to solicit or promote any home-based business opportunities, fee-based business opportunities or franchise opportunities.

You acknowledge that QODE collects data and information regarding which job seekers are interested in Opportunities posted by you, and you agree that QODE may disclose the identity of such job seekers, the fact that those job seekers are interested in your opportunities, and other data and information regarding those job seekers to other employers and recruiters. QODE DISCLAIMS AND EXCLUDES ANY LIABILITY TO YOU IN CONNECTION WITH SUCH ACTIVITIES.

The Services are subject to storage and usage restrictions (such as limitations on the number of opportunities you may post, the length of time an opportunity will remain on the Site, the types of opportunities permitted to be posted, and the number of resumes you are permitted to view or download), which QODE may change from time to time.

#### Electronic Communications.

By using the Site and/or the Services, you consent to receiving electronic communications from QODE. These electronic communications may include information about QODE' Services and features of the Site, notices about applicable fees and charges, transactional information and other information concerning or related to the Site and/or Services. These electronic communications are part of your relationship with QODE. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## Privacy Policy.

Please review QODE [Privacy Policy](#), which is available at [Privacy Policy](#) (the "[Privacy Policy](#)") and which explains how we treat the personal information that we collect about you through the Site. You agree that we may treat your personal information in accordance with our [Privacy Policy](#), which is incorporated by reference into these Terms.

You agree that you shall not use the personal information of Members except for the purposes of contacting Members about available opportunities through the Site. You agree that you shall not sell or rent the personal information of Members or other users to third parties for the purpose of marketing products or services of those third parties.

## Links to Third party Sites.

The Site may be linked to or may link to third party websites and applications that are not operated by QODE, including, without limitation, social networking, blogging and similar websites through which you may be able to connect to the Site, and other sites that provide question-and-answer forum functionality or allow you to submit or post information (collectively, "Third Party Sites"). Certain areas of the Site may allow you to interact and/or conduct transactions with such Third Party Sites, and, if applicable, allow you to configure your privacy settings in your Third Party Site account to permit your activities on the Site to be shared with your contacts in your Third Party Site account and, in certain situations, you may be transferred to a Third Party Site through a link but it may appear that you are still on our Site. In any case, you acknowledge and agree that the Third Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than QODE, and you further acknowledge and agree that your use of such Third Party Sites is governed by the respective Third Party Site privacy policy, terms and conditions, and/or user guides. You hereby agree to comply with any and all terms and conditions, user guides and privacy policies of any of Third Party Sites. QODE provides links to the Third Party Sites to you as a convenience. QODE does not verify, make any representations or take responsibility for such Third Party Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third Party Sites. YOU AGREE THAT QODE WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY GOODS, SERVICES, INFORMATION, RESOURCES AND/OR CONTENT AVAILABLE ON OR THROUGH ANY THIRD PARTY SITES AND/OR THIRD-PARTY DEALINGS OR COMMUNICATIONS, OR FOR ANY HARM RELATED THERETO, OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR USE OR RELIANCE ON THE CONTENT OR BUSINESS PRACTICES OF ANY THIRD PARTY. Any reference on the Site to any product, service, publication, institution, organization of any third party entity or individual does not constitute or imply QODE' endorsement or recommendation.

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any other monies owing any person by reason of any User Content posted by you to or through the Site. When you provide User Content you agree that such User Content shall not be in violation of the "Unauthorized Activities" paragraph below. Those prohibitions do not require QODE to monitor, police or remove any User Content or other information submitted by you or any other user.

#### Unauthorized Activities.

When using the Site and/or the Services, you agree not to:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Use any false or inaccurate information for purposes of registering as a user of the Site.
- Delete or revise any material or other information of any other user or the Site, or otherwise alter the opinions or comments posted by others on the Site.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Site.
- Use the Site, the Services or the Materials for any commercial or pecuniary purpose.
- Use the Site in any manner that is harmful to others.
- Attempt to modify, adapt, translate, decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Site, the Services, or the Materials.
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site.
- Remove any copyright, trademark or other proprietary rights notice from the Site or materials originating from the Site.
- Frame or mirror any part of the Site without QODE' prior written consent.
- Create a database, data store, or any other means of data retrieval by systematically downloading, storing or making available by any means any Site content.
- Use the Site in a manner that intentionally or unintentionally violates any applicable local, state, national or international law, or in a manner that is inappropriate, harmful or offensive.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure or may otherwise harm, disrupt or overburden the Site.

This list of prohibitions provides examples and is not complete or exclusive. QODE reserves the right to (a) terminate access to your account, your ability to post to the Site (or use the Services) and (b) refuse, delete or remove any User Content; with or without cause and with or without notice, for any reason or no reason, or for any action that QODE determines, in its sole discretion, is inappropriate or disruptive to the Site or to any other user of the Site and/or Services. QODE may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at QODE's discretion, QODE will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Site or on the Internet.

Unauthorized use of any Materials or Third Party Content contained on the Site may violate certain laws and regulations. You agree to indemnify and hold QODE and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) QODE or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Site or the use of the Site by any person using your user name and/or password (including without limitation, your participation in the posting areas or, your User Content) violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third party.

#### Proprietary Rights.

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#### Intellectual Property Infringement.

QODE respects the intellectual property rights of others, and we ask you to do the same. QODE may, in appropriate circumstances and at our discretion, terminate service and/or access to the Site for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Site, please provide QODE's designated agent the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single Site are covered by a single notification, a representative list of such works at that Site, and the date and time of the commission of the claimed infringement.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Site, and information reasonably sufficient to permit QODE to locate the material.
- A description of your interests or rights in or to the work claimed to have been infringed.
- Information reasonably sufficient to permit QODE to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

QODE' agent for notice of claims of copyright or trademark infringement on the Site can be reached as follows:

Address: :1 IRVING PLACE #09-01,SINGAPORE

E-mail: [contact@qode.world](mailto:contact@qode.world)

#### Indemnification

You agree to defend, indemnify and hold harmless QODE from any claim or demand including reasonable attorney's fees and costs, made by any third party arising out of or related to (i) your use of the Site in violation of these Terms; (ii) your User Content; (iii) your infringement of the intellectual property rights of another; or (iv) your violation of any Singapore law or regulation in connection with your use of the Services. QODE reserves the right and shall have the option, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with QODE's defense of such claim.

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#### Limitation of Liability.

QODE provides a venue for employers/recruiters to post jobs and search for candidates, and for candidates to post resumes and search for jobs. QODE is not involved in the actual transaction between employers/recruiters and candidates. As a result, QODE has no control over User Content, or the quality, safety, or legality of jobs or resumes posted and makes no representations about any jobs, resumes or User Content. QODE shall not be responsible for any employment decisions, for whatever reason, made by any entity in connection with jobs posted on or through the Site. You acknowledge and agree that you are solely responsible for the accuracy, form and substance of any of your User Content. You further acknowledge and agree that you are responsible for evaluating any Materials (including but not limited to job postings) and that QODE shall not be responsible for your career decisions.

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QODE'S MAXIMUM TOTAL, AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SITE AND ANY MATERIALS OR SERVICES PROVIDED THEREIN, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL IN NO EVENT EXCEED THE TOTAL AMOUNT YOU HAVE PAID TO QODE WITHIN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM FIRST AROSE.

#### Local Laws; Export Control.

QODE controls and operates the Site from its headquarters in Singapore, and the Materials may not be appropriate or available for use in other locations. If you use the Site outside Singapore, you are responsible for following applicable local laws.

## Feedback.

If you send or transmit any communications, comments, questions, suggestions, or related materials to QODE, whether by letter, email, telephone, or otherwise (collectively, "Feedback"), suggesting or recommending changes to the Site, any Services or Materials, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and QODE is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that QODE is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

## Governing Law and Jurisdiction

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.

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.

## Class Action Waiver

Except as otherwise provided in this Provision or by applicable law, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action, representative action, or private attorney general action) unless both you and QODE specifically agree to do so in writing following initiation of the arbitration. If you choose to pursue your Dispute in court by opting out of the Arbitration Provision, as specified above, this Class Action Waiver will not apply to you. Neither you, nor any other user of the Site can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

### Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the Dispute will be decided by a court.

### Continuation

This Provision shall survive the termination of your service with QODE or its affiliates. Notwithstanding any provision in this Agreement to the contrary, we agree that if QODE makes any change to this Provision (other than a change to the Notice Address), you may reject any such change and require QODE to adhere to the present language in this Provision if a dispute between us arises.

### Termination.

QODE may discontinue, suspend or terminate your access to the Site, the Services and/or your account, without notice or liability for any violation of these Terms or for any other use of the Site, the Services or the Materials that QODE, at its sole discretion, deems improper. QODE may also discontinue offering the Site, the Materials or any of the Services, or may modify any portion of the Site, the Materials or the Services at any time with or without notice to you.

### Violations.

QODE prefers to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by QODE, may result in immediate termination of your access to the Site without prior notice to you.

### Choice of Law and Venue.

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.

#### Language.

The Parties hereto have expressly required that this agreement and all documents and notices relating thereto be drafted in the English language.

#### General.

With the exception of the "Severability" paragraph of the "Dispute Resolution and Arbitration; Class Action Waiver" agreement above, if any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. QODE' failure to enforce any term of these Terms shall not be deemed as a waiver of such term or otherwise affect QODE' ability to enforce such term at any point in the future. These Terms are the entire agreement between you and QODE and supersede all prior or contemporaneous negotiations, discussions or agreements between you and QODE about the Site. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

#### Contact Us.

If you have any questions about these Terms or otherwise need to contact QODE for any reason, you can reach us [contact@qode.world](mailto:contact@qode.world)