

**NOTICE ON PRIVACY POLICY, TERMS OF USE AND RETURN POLICY
("NOTICE")**

1. INTRODUCTION

1.1 **Talent Corporation Malaysia Berhad** (Company No.: 201001035653 (919577-H)) ("**Talent Corporation**"), **Malaysia Expatriate Services Centre Sdn Bhd** (Company No.: 201301004330 (1034173-P)) ("**MYXpats**"), **MYNext Sdn** (Company No.: 200901017217 (860313-U)) ("**MYNext**") including their subsidiaries and/or related entities (collectively referred to as "**the Group**") are committed in protecting your personal data information. This Notice shall enlighten you on how the Group manages and/or dealings with any information provided by you through your usage of the Group's websites, portals and/or online platforms as described below ("collectively referred to as "**Websites**"):

- (a) MyMahir, which provides insights into industry trends, job roles and required skills, explore opportunities for upskilling and reskilling, and explore new potential career opportunities.

in accordance with Personal Data Protection Act 2010 ("**PDPA Act**") and the terms and conditions to be adhered and/or complied by you for your usage of the Websites. The list of the Websites may be updated by the Group from time to time.

1.2 Please be informed that your usage of the Websites shall be deemed as your acceptance to the terms and conditions as described in this Notice.

1.3 The Group reserves the absolute right to vary, revise and/or amend any terms and conditions as described under this Notice by placing the updated Notice on the Websites. Your usage of the Websites and the Group's other services following the verifications, revisions or amendments to this Notice, this shall signify your acceptance of such verifications, revisions and/or amendments. You hereby undertake to revisit the Websites from time to time for updates of the terms and conditions as described under this Notice.

2. PRIVACY POLICY

2.1 Personal Data Information

- (a) The PDPA Act is an Act that is passed by the Malaysian government to regulate the processing of personal data in a commercial transaction.
- (b) **'Personal Data'** may include but not limited to the following information:
 - (i) personal information to establish your identity and background such as your full name, passport or identity card number, nationality and religion;
 - (ii) contact information such as billing address, premises address, telephone number, mobile phone number, facsimile number and email address;
 - (iii) payment information such as your debit or credit card information, including the name of cardholder, card number, billing address, expiry date and other bank account details;
 - (iv) sensitive information such as your racial or ethnic origin, religion or other beliefs, health, criminal background or trade union membership (the Group will not generally collect sensitive information unless it is necessary due to exceptional circumstances to serve you better and meet your particular needs);
 - (v) recording of your photograph during any of our corporate events or third-party open day;
 - (vi) recording of calls placed by you to our customer service; and
 - (vii) your resume or curriculum vitae.
- (c) PDPA Act further defines 'Personal Data' as data that relates directly or indirectly to a data subject, who is identified or identifiable from that information or from that and other information in the possession of a

data user, including any sensitive personal data and expression of opinion about the data subject.

- (d) For general web browsing although no personal data is revealed to the Group, certain technical and statistical information are available to the Group via the Group's internet service provider such as cookies, your IP address, the time, date and duration of your visit. If you provide the Group with any personal data relating to a third party (e.g. information of your spouse, children, parents, and/or employees), by submitting such personal data to the Group, you represent to the Group that you have obtained the consent of the third party to provide the Group with their personal data for the purposes as listed below.
- (e) The disclosure of your Personal Data is voluntary. However, if you do not provide your Personal Data, the Group may not be able to:
 - (i) communicate with you;
 - (ii) provide you the services that you require; or
 - (iii) allow you access certain sections of the Websites where log in is required; or
 - (iv) responding to queries or requests submitted by you.

2.2 Purposes of Processing

- (a) Your Personal Data may be collected, used, stored and/or processed by the Group for the purposes relating to the services that you have requested through the Websites and for the purpose of the Group's business activities which shall include without limitation to the followings:
 - (i) to verify your identity;
 - (ii) to manage and maintain your account or contract with the Group;
 - (iii) to notify you about benefits and changes to the services;

- (iv) to provide and improve the Group's services to you including fulfilling audit requirements, billing for services, and facilitating payments;
- (v) to carry out your instructions or to respond to any enquiries, complaints, comments or feedback that you have submit to the Group;
- (vi) to protect or enforce the Group's rights to recover any debt owing to us;
- (vii) to compile information for analysis and in reports for relevant regulatory authorities;
- (viii) to transfer or assign the Group's rights, interests, and obligations under any of your agreements with the Group;
- (ix) to update, consolidate and improve the accuracy of the Group's records;
- (x) to administer competitions, contests, offers, or promotions;
- (xi) to produce data, reports and statistics which have been anonymised or aggregated in a manner that does not identify you as an individual;
- (xii) to conduct research for analytical purposes including but not limited to data mining and analysis of your transactions with the Group;
- (xiii) to conduct surveys, questionnaires, and provide you with information from the Group or which the Group feels may interest you, where you have consented to be contacted for such purposes;
- (xiv) to engage in business transactions in respect of services to be offered and provided to you;

- (xv) to comply with any legal or regulatory obligations under the applicable laws, regulations, guidelines and/or relevant regulatory authorities;
- (xvi) for internal management of the services being provided to you;
- (xvii) to maintain records required for security, claims or other legal purposes;
- (xviii) to conduct marketing and information technology activities (for example, market research); and/or
- (xix) for any other purposes that is required or permitted by any law, regulations, guidelines and/or relevant regulatory authorities.

2.3 Disclosure of Personal Data

- (a) The Group may disclose your Personal Data to the following entities including but not limited to (not exhaustive):
 - (i) the Group's subsidiaries, related and/or associated companies;
 - (ii) the Group's affiliates and/or partners;
 - (iii) company solely or jointly-controlled by the Group;
 - (iv) any regulatory and/or governmental authorities as permitted or required by law or authorised by any order of court;
 - (v) any entity or third party (including their advisers) which is appointed by the Group to assist the Group in providing the services to you (as per your engagement with the Group);
 - (vi) any other party as authorised by you;
 - (vii) other parties in respect of whom you have given your express or implied;

- (viii) any credit reporting agencies or in the event of default, any debt collection agencies subject to the permitted law applicable to the Group;
- (ix) information technology (“IT”) service providers; and/or
- (x) data entry service providers.

2.4 Protection of Personal Data

- (a) The Group shall retain and manage your Personal Data in a secure manner and shall take relevant steps to ensure that such Personal Data is to be kept confidential. In the event the Group discloses your Personal Data to the entities as listed under Paragraph 2.3 above, the Group shall instruct such entities to appropriately safeguard any Personal Data provided to them by the Group.
- (b) You hereby agree to authorise the Group, where the Group considers it appropriate, to disclose your Personal Data to the Group’s affiliates and/or associated companies and/or third-party service provider within or outside Malaysia under conditions of similar confidentiality obligations, for the purpose of your engagement with the Group.

2.5 Your Rights

- (a) Subject to any exceptions under applicable laws, you may at any time hereafter request:
 - (i) for access to your Personal Data;
 - (ii) for correction or rectification of your Personal Data to ensure on the accuracy of the Personal Data provided by you to the Group;
 - (iii) to limit the processing of your Personal Data; and/or
 - (iv) to seek further information from the Group regarding the usage of your Personal Data by contacting:

Call Centre Hotline: 03-78397171

Email: info@talentcorp.com.my

- (b) In respect of your right to access and/or correct your Personal Data, the Group has the right to refuse your requests to access and/or make any correction to your Personal Data for the reasons permitted under law, such as where the expense of providing access to you is disproportionate to the risks to your privacy.

2.6 Third-Party's Personal Data

- (a) You hereby agree and warrant to the Group that you have procured the consent of the owner(s) of the Personal Data that is provided to the Group for any Personal Data of third party including but not limited to your family members, employees, agents or agents for the purpose of your engagement with the Group.

2.7 Retention of Personal Data

- (a) Please be informed that it is the Group's policy to keep and/or retain your Personal Data as long as it is necessary for the purpose as mentioned above or for the purpose of compliance with the law or any legal obligations in Malaysia.

2.8 Cookies

- (a) The Websites (along with many others) generates 'cookies', which are special files collected by the Group's servers that identify you or your computer whenever you visit the Websites. These 'cookies' do not record data permanently and are not stored on your computer's hard drive; once you close your browser, your computer deleted the 'cookies'.

2.9 Minors

- (a) Please be informed that the Group is unable distinguish the age of visitors to the Websites. If you are a parent or guardian of someone under eighteen (18) years old who has provided the Group his/her Personal Data without your knowledge and consent, you may request the Group to remove such information by contacting the Group (details of which are as stipulated under paragraph 2.5(iv) above).

3. TERMS OF USE

3.1 Agreement

- (a) These terms of use constitute the entire agreement between you and the Group pertaining to your access, use and provision of any information, data and/or other content of the Websites including any applications and/or software that have been used by you in connection with the Websites ("**Terms of Use**").
- (b) These Terms of Use shall be read together with the Group's Privacy Policy which is as described under paragraph 2 of this Notice.
- (c) You hereby acknowledge and agree that your usage of the Websites including applications and/or software which are connected to the Websites shall be deemed to be your agreement and/or acceptance to the terms and conditions of this Terms of Use. By accessing the Website, you warrant that you have the legal authority to enter into this agreement and to assume, and do assume, any risks related to your use of the Websites and its content and that you understand these Terms of Use and the risks relating to their use.

3.2 Definition and Interpretation

"The Group Materials"

means any materials, methodologies, implementation plans or other intellectual property used during the provision of the Group's services;

"Websites"

means any website under the Group's control, whether partial or otherwise and includes such Websites' Content, The Group Materials and Services (as applicable in each context);

"Content"

means the Group's web pages, web forms, programming (*including software code used on the Websites and in the Services, including (i) tools, kits, and object libraries, (ii) all third-party or open source code embedded therein, and (iii) any*

upgrades, updates, releases, fixes, enhancements or modifications to the foregoing), graphics, images, design (colour combinations and page layout), text, information, data, resumes stored in various commercial databases operated and licensed by the Group data submitted via the Websites by Users and other content made available through the Websites by the Group;

“Document”

means any posting to the Websites, whether job or resume;

“Employer”

means a person or entity that is accessing the Websites to post a job or utilising the Services for any reason related to the purpose of seeking candidates for employment;

“Employer Materials”

means any brochures, emails, sample job postings, web site content, career fair material, audio, videos, photographs, logos, trademarks, service marks, domain names, documents or other materials provided by Employer, if any, for use in connection with the Services;

“Job Seeker”

means a User who is accessing the Websites seeking career advancement, seeking career advice, seeking jobs or employment or accessing the Websites in any other capacity except as an Employer;

“Services”

means any services provided by the Group or its agents described herein and specified more fully in relevant places;

“User”

means any individual or entity that uses any aspect of the Websites; and

“You” or “you”

means the person (or the entity on behalf of whom you are acting) that is agreeing to these Terms of Use.

3.3 Intellectual Property Rights

- (a) The Websites, The Group Materials and all rights, title and interest in and to the Websites and The Group Materials are the sole property of the Group or its licensors, and are protected by Malaysian and foreign copyright, trademark and other laws. Except for the limited licenses expressly granted to you in these Terms of Use, the Group reserves for itself and its licensors all other rights, title and interest. Without limitation on the foregoing, you may not reproduce, modify, display, sell, or distribute the Content or The Group Materials, or use them in any other way for public or commercial purpose. Notwithstanding anything to the contrary contained herein, this prohibition includes:
- (i) copying or adapting the HTML code used to generate web pages on the Websites;
 - (ii) using or attempting to use engines, manual or automated software, tools, devices, agents, scripts, robots or other means, devices, mechanisms or processes (including, but not limited to, browsers, spiders, robots, avatars or intelligent agents) to navigate, search, access, "scrape," "crawl," or "spider" any web pages or any Services provided on the Website other than the search engine and search agents available from the Group on such Website and other than generally available third party web browsers (e.g., Internet Explorer, Edge, Firefox, Safari); and
 - (iii) aggregating, copying or duplicating in any manner any of the Content or information available from any of the Websites, without the express written consent of the Group.
- (b) The use of the Content on any other web site or in a networked computer environment for any purpose is strictly prohibited. The Group Materials are not considered to be works for hire and you may duplicate such The Group's design, logo and certain other names or logos are service marks or trademarks of the Group, and all related product and service names, design marks and slogans are the service marks or trademarks of the Group. In addition, the "look" and "feel" of the Websites (including colour combinations, button shapes, layout, design and all other graphical elements) are also protected by the Group's trademarks, service marks, and copyrights. Any code that the

Group creates to generate or display the Content or the pages making up the Websites is also protected by the Group's copyright. You must retain all copyright, trademark, service mark and other proprietary notices contained on the Content or The Group Materials on any authorised copy you make of the Content or The Group Materials. All other product and service marks contained on the Websites are the trademarks of their respective owners.

3.4 General Use

- (b) The Websites are intended for individuals seeking career explorer through jobs and skills required, upskilling and reskilling, and explore new potential career opportunities. . You may use the Websites only for lawful purposes within the stated context of the Group's intended and acceptable use of the Websites. The Group is the sole interpreter of the Websites' intended and acceptable use.

3.5 License to use by Users who are Students

- (a) The Group hereby grants you a limited, terminable, non-exclusive right to access and use the Websites only for your personal use seeking career path with various tools and resources that facilitate career exploration, skills development and job opportunities. This authorises you to view and download a single copy of the material on the Websites solely for your personal, non-commercial use. You agree that you are solely responsible for the content of any Document you post to the Websites and any consequences arising from such posting. Your use of the Websites is a privilege. The Group reserves the right to suspend or terminate that privilege for any reason at any time, in its sole discretion.

3.6 License to use by Users who are Professionals

The Group hereby grants you a limited, terminable, non-exclusive right to access and use the Websites only for fuelling your continuous professional development with tailored solutions designed to keep you ahead in a dynamic, ever-evolving world. Our platform provides you with the tools and guidance to stay competitive and future-ready. This authorises you to view and download a single copy of the material on the Websites solely for your personal, non-commercial use. You agree that you are solely responsible for the content of any Document you post to the Websites and any consequences arising from such posting. Your use of the Websites is a

privilege. The Group reserves the right to suspend or terminate that privilege for any reason at any time, in its sole discretion

3.6 License to use by Users who are Organisations

- (a) The Group hereby grants you a limited, terminable, non-exclusive right to access and use the Websites only to cultivate a resilient and future-ready talent pool. Whether you're in academia, industry, or government, our platform delivers strategic support to help you. . This authorises you to view and download a single copy of the material on the Websites solely for your personal use directly related to searching for and recruiting job prospects. The Group also grants you a limited, terminable, non-exclusive license to use The Group Materials and Services for your internal use only. You may not sell, transfer or assign any of the Services or your rights to any of the Services provided by the Group to any third party without the express prior written authorisation of the Group . You agree that you are solely responsible for the content of any Document you post to the Webstes and any consequences arising from such posting. the Group reserves the right to suspend or terminate your access and use at any time if the Group determines that you are in breach of these Terms of Use.

3.7 Employer Materials

- (a) The Employer represents, warrants, and covenants that any Employer Materials provided by Employer for use in connection with the Services shall not violate any laws or regulations or third-party proprietary rights, including, without limitation, copyright, trademark, obscenity, rights of publicity or privacy, and defamation laws. The Employer hereby grants the Group a non-exclusive, worldwide, royalty-free license to use the Employers Materials and to hyperlink to Employers' website in connection with the Services.

3.8 Use of Data

- (a) You understand and agree that the Group owns and has the right to collect, extract, compile, synthesise, and analyse data, which includes aggregate and unaggregated data. The Group may use such data for any lawful business purpose without a duty of accounting to you.

"**Aggregate Data**" means de-identified aggregated data or information regarding Job Seekers' educational or career history (including, by way of example and not limitation, aggregate data relating to Job Seekers' occupation, location, salary, education and experience).

3.9 User submission

- (a) The Group welcomes your comments regarding the Services and the Websites and appreciates hearing from you. Please note, however, that the Group does not accept or consider creative ideas, suggestions, inventions or materials other than those which it has specifically requested. If you submit feedback on the Services, please be specific in your comments and do not submit creative ideas, inventions, suggestions, or materials. If, despite this notice, you send the Group creative suggestions, ideas, drawings, concepts, inventions, or other information (a "**User Submission**"), you understand and agree that the User Submission shall become the property of the Group. User Submission and any elements contained in User Submissions, shall not be subject to any obligation of confidentiality on the Group's part, and the Group will not be liable for any use or disclosure of any User Submission. The Group shall exclusively own all now known or later discovered rights to the User Submission and shall be entitled to unrestricted use of the User Submission for any purpose whatsoever, commercial or otherwise, without compensation to you or any other person.

3.10 Third Party Providers

- (a) You acknowledge and agree that the Group may provide the Services using third party providers, including subcontractors and consultants (the "**Third Party Providers**"). You agree that, as between the Group and its Third Party Providers, the Group will have sole responsibility for handling all billing and contract negotiations.

3.11 Disclaimers and Limitations on the Group's Liability

- (a) The Group assumes no responsibility for Documents posted by Users and no responsibility for the activities, omissions or other conduct of Users. The Group acts as a portal for the online distribution and publication of User submitted information and has no obligation to

screen communications or information in advance and is not responsible for screening or monitoring Documents posted by Users. If notified by a User of a Document which allegedly does not conform to these Terms of Use, the Group may investigate the allegation and determine in good faith and in its sole discretion whether to remove or request the removal of such Document. The Group has no liability or responsibility to Users for performance or non-performance of such activities. The Group may take any action with respect to User submitted information that it deems necessary or appropriate, in its sole discretion.

- (b) Nothing on the Websites shall be considered an endorsement, representation or warranty with respect to any User or third party, whether in regards to its web site, products, services, hiring, experience, employment or recruiting practices, or otherwise.

3.12 Warranty Disclaimers

- (a) The Websites are provided on an 'as is' basis without any warranties of any kind, express or implied. The Group, to the fullest extent permitted by law, disclaims all warranties, including, but not limited to, the warranties of merchantability, title, non-infringement of third parties' rights, and fitness for a particular purpose. The Group makes no warranties about the accuracy, reliability, completeness, or timeliness of the Websites.
- (b) Without limitation on the foregoing:
 - (i) The Group does not warrant that the Websites will operate error-free or that the Website and their servers are free of computer viruses or other harmful mechanisms. If your use of the Website results directly or indirectly in the need for servicing or replacing equipment or data, the Group is not responsible for those costs.
 - (ii) The Group makes no representations or guarantees regarding the truthfulness, accuracy, legality, completeness, timeliness or reliability of any Documents posted by Users, or of any other form of communication engaged in by Users. Documents may contain inaccuracies or typographical errors. You agree that any

reliance on Documents posted by Users, or on any other form of communication with Users, will be at your own risk.

- (iii) The Group makes no representations or guarantees regarding the Content of the Websites, including, but not limited to, broken links, inaccuracies or typographical errors.
- (iv) The Group makes no representations or guarantees regarding the effectiveness of the Services or timeliness of the Services in meeting your employment objectives. The Group does not guarantee that the Services will result in candidates being hired, positions being filled or employees being retained, and is not responsible or liable for any business, employment, hiring and/or salary decisions, for whatever reason made, made by you.

3.13 Damage Limitations, Allocations of Liability and Equitable Relief

- (a) You assume all responsibility and risk for your use of the Websites, the internet generally, and the Documents or Employer Materials that you post, provide or access and for your conduct on and off the Websites.
- (b) In no event shall the Group (or any of its officers, directors, shareholders, employees, subsidiaries, affiliates, agents or advertisers), be liable for any non-direct damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data, lost employment opportunity, or business interruption) resulting from or arising under or in connection with Services or the use or access to, or the inability to use or access, the Website and/or any Document, whether based on warranty, contract, tort, or any other legal theory, and whether or not the Group is advised of the possibility of such damages.
- (c) Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the limitations set forth in the preceding paragraph may not apply to you.
- (d) Due to the nature of this Term of Use, in addition to monetary damages, you agree that the Group will be entitled to equitable relief upon a breach of this Term of Use by you.

3.14 User Authentication

- (a) Because User authentication on the Internet is difficult, the Group cannot and does not confirm that each User is who they claim to be, although the Group undertakes to authenticate Users on a reasonable endeavour basis. As the Group does not and cannot be involved in User-to-User dealings or control the behaviour of participants on the Websites, in the event that you have a dispute with one or more Users, you shall release the Group from claims, demands, and damages (actual and consequential and direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

3.15 Links to Other Sites

- (a) The Websites may contain links to third party web sites. These links are provided solely as a convenience to you and not as an endorsement by the Group of the contents on such third-party web sites. The Group is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party web sites or for any damage you may suffer from such linked third-party sites (including any virus, spyware, malware, worms, errors or damaging material contained in the linked third-party sites). If you decide to access linked third-party web sites, you do so at your own risk.

3.16 Amendments to this Terms of Use and Changes to the Website

- (a) The Group may revise these the terms and conditions of this Terms of Use at any time by updating this page and other related pages that publishes the Terms of Use. Changes will be binding on you on the date they are posted on the Websites (or as otherwise stated in the any notice of such changes). Any use of a Websites will be considered acceptance by you of the then-current terms and conditions (including any exhibits thereto) contained on such Website. If at any time you find the terms and conditions unacceptable, you may not use the applicable Websites any longer. Any new or different terms supplied by you are specifically rejected by the Group unless the Group agrees to them in a signed

writing specifically including those new or different terms. The Group may change the Websites at any time.

3.17 International Use

- (a) The Websites are intended for use by residents residing in the geographic borders of Malaysia. If you choose to access the Websites from any location other than Malaysia, you accept full responsibility for compliance with the laws of the jurisdiction where the access occurs. The Group makes no representation that the Websites or the Content is appropriate or available for use in locations outside Malaysia.

3.18 Governing Law and Jurisdiction

- (a) These Terms of Use and Privacy Policy and all matters relating to your access to, or use of the Website shall be governed by and construed in accordance with the laws of Malaysia.
- (b) You expressly agree that exclusive jurisdiction for any dispute with the Group, or in any way relating to you use of the Websites, resides in the courts of Malaysia.
- (c) If any provision of these Terms of Use 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. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

3.19 Waiver

- (a) No waiver of any rights or remedies by the Group shall be effective unless made in writing and signed by an authorized representative of the Group.
- (b) Failure by the Group to exercise or enforce any rights conferred upon it by these Terms of Use shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

3.20 Rules Regarding Posting, Conduct and Security

(a) Posting Rules

(i) You may not post or upload any Document to the Website that contains:

- (1) URLs or links to web sites other than to recruitment related pages on your company web site (to advertise your company or web site, see our Advertising Info page.); or
- (2) copyrighted material (unless you own the copyright or have the owner's permission to post the copyrighted material); or
- (3) trade secrets (unless you own them or have the owner's permission to post them); or
- (4) material that infringes on or misappropriates any other intellectual property rights, or violates the privacy or publicity rights of others; or
- (5) irrelevant keywords or white text keywords (including any words embedded in the Document and hidden from the User); or
- (6) anything that is discriminatory, sexually explicit, obscene, libellous, defamatory, threatening, harassing, abusive, or hateful; or
- (7) anything that is embarrassing or offensive to another person or entity.

(ii) You may not use a Document(s) to:

- (1) impersonate another person, living or dead; or

- (2) (post false, inaccurate or misleading information, opinions or notices (commercial or otherwise) or chain letters; or
 - (3) post advertisements, or solicitations of business (including, but not limited to, email processors, any pyramid scheme or 'club membership').
 - (iii) Your Document(s) must contain sufficient detail to convey clearly to the User the nature and requirements of the job opportunity, or, in the case of Users seeking employment, your qualifications as a candidate for employment. Documents that encourage the User to "email for more details" are not permitted.
 - (iv) In limited circumstances, at the Group's sole discretion, the Group allows non-traditional job postings such as education/training, business opportunities, franchise, and multi-level marketing opportunities to be posted on the Websites. These non-traditional job postings may require an investment of time and/or money by the User seeking the position. The Group reserves the right, in its sole discretion, to move, modify, or remove entirely a non-traditional job posting if the Group deems such job posting to conflict with the best interests of its Users or detract from the User experience.
 - (v) Resume postings must contain the accurate resume of a living individual seeking employment on a full-time, part-time, or contractual basis on his or her own behalf.
 - (vi) The Group is under no obligation to monitor the Documents posted on the Website, but it may monitor Documents at random. Documents found to violate the above Posting Rules may be removed at the Group's sole discretion.
- (b) Conduct Rules
- (i) You may not respond to postings by other Users in any manner or for any purpose other than that which is expected (i.e., to apply for the job or to initiate further discussion with the candidate).

Communications soliciting the Employer's business are prohibited.

- (ii) You may not send unsolicited commercial email to Users.
- (iii) Protect your password. Your account and any related Services accessed through such account are to be accessed and used solely by you. Upon your successful registration for an account, you will be provided with a unique password that will permit you to access the account. You may not provide your password or otherwise permit access to your account to any third party. You are responsible for maintaining the confidentiality of your information and password. You agree to protect and keep your password confidential, to change your password on a regular basis, and to maintain appropriate and regularly updated malware scanning and cleaning tools on your network and individual computer(s). You are responsible for all uses of your account, whether or not authorised by you. If others use your password to post inappropriate material on the Sites, you risk losing your access to the Sites. You agree to notify the Group immediately of any unauthorised use of your account or password.
- (iv) Report inappropriate postings or conduct to us in any available methods.
- (v) You may not delete or revise any material posted by any other person or entity.
- (vi) If at any time the Group comes to the understanding that you:
 - (1) misled the Group regarding your business practices and/or services; or
 - (2) purchased services that do not represent your precise business, the Group reserves the right to terminate your engagement pursuant to this Notice.

(c) Security Rules

- (i) Users are prohibited from violating or attempting to violate the security of the Website, including, without limitation:
 - (1) accessing data not intended for such User or logging into a server or account which the User is not authorised to access;
 - (2) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation;
 - (3) attempting to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to the Sites, overloading, "flooding", "mail bombing" or "crashing";
 - (4) sending unsolicited e-mail, including promotions and/or advertising of products or services; or
 - (5) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.
- (ii) Violation of these Security Rules may result in civil or criminal liability. The Group will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

3.21 Copyright Complaints

- (a) The Group respects the intellectual property of others. It is the Group's policy to respond to claims of copyright and other intellectual property infringement. the Group will promptly process and investigate notices of alleged infringement and will take appropriate actions applicable intellectual property laws. Upon receipt of any such notices, the Group may act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity

and may act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. The Group will terminate access for Users who are repeat infringers.

3.22 Termination of Services

- (a) The Group may at its sole discretion and at any time discontinue providing access the Websites or any part thereof, with or without notice.
- (b) You agree that any termination of your access to the Websites may be affected without prior notice, and you agree that the Group shall not be liable to you or any third party for any such termination. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies the Group may have at law or in equity.