

Terms and Conditions

Terms and Conditions (these “Terms”) for using www.certifiedskilledworkers.global.

Thank you for using www.certifiedskilledworkers.global (the “Website”) as your employment and employability services website. HUMAN CAPITAL PROJECT MANAGEMENT (the “Company”) operates the Website. When you use the Website, you agree to these Terms set out here. You may not use the Website if you disagree with these Terms. The working relationship between the Company and you will be governed by these Terms on which the Website will introduce you to other parties. These Terms are effective from 1st October 2020. These Terms (and any amendments thereafter) are published on the Website. The Company reserves the right to make amendments to these Terms without any notice to you. You may check back to the Website at any time for the latest Terms and amendments. Your continued usage of the Website, from anywhere in the world (the “Territory”) after the amendments, will constitute your expressed consent to the amended Terms, and you consent with the company to its collection, use and disclosure of your information in accordance with the terms of this policy. If you do not agree to the amendments of these Terms, you may stop using our services by stopping to use the Website.

Your Information

This Website is operated by the Company to provide a conducive and friendly environment for the potential employers who have vacancy to connect with potential certified skilled workers who are finding jobs.

Profile

1. Potential Employees

- You need to register your profile on the Website, before the Company can connect you with potential employers. You need to be 18 years or older to register your profile.

The Company may inform you that your registration has failed if your registration has been withdrawn or suspended before by the Company.

- You are advised to keep your account username and password safe and secure and do not share your username or password with anyone. You are responsible for the confidentiality of your username and password. The Company has measures in place to prevent hackers from assessing your profile, username and password. However, we advise you strongly to ensure the confidentiality of your username and password from unauthorised personnel. If you suspect your username and/or password is made known to someone unauthorised, or your profile is being utilised, or likely to be utilised by unauthorised personnel, please inform the Company immediately.
- By entering the information and materials into the Website during registration, you declared to the Company the information and materials is correct and complete.
- At any time there are changes to your profile, please log in to the Website and amend the information and materials so that we can better profile you to your potential employers.
- Upon registering on the Website, you need to create a username and password.
- You will be able to create a profile page (your "Profile Page"). You can enter information and materials that you want potential employers to see about you. You can enter the Website to amend your Profile Page at any time. You can only have one Profile Page at any time under your real name, which can be found on your passport.
- You and the Company are the only people that can access your Profile Page and to edit it. You agree to only edit your Profile Page and not any other parts of the Website, which may include profile pages of other job seekers or potential employers. If you can access other parts of the Website at any time, because of a programming error or any other reasons, you agree to inform the Company about this discrepancy and not edit, add or subtract information from the other parts of the Website. The Company will remove your Profile Page and terminate any business dealing with you if the Company discover you have made any amendments to other parts of the Website, except your Profile Page. All information provided must always be truthful.
- You will from time to time, see potential employers post any vacant positions they may have to the Website. The Company will do our utmost to ensure the accuracy of these positions posted. However, the Company will not be responsible for any inaccuracies. You agree to discharge the Company from any legal responsibility regarding any posts

by a potential employer, any terms relating to any vacant positions and/or their integrity.

- The Company and you agrees that you may have free access to the Website to allow you to apply for any vacant positions posted by potential employers.
- Any copyright in your information posted on your Profile Page remains with you. You agree with the Company, any generic information or material on your Profile Page may be used by the Company elsewhere on the Website.
- By submitting information and material (including photographs) to your Profile Page, you declare that the information or material:
 - a. Is accurate, up-to-date and is not misleading in any way
 - b. Does not contain anything that is abusive, defamatory, libelous, objectionable, obscene or pornographic
 - c. Is not in breach of any applicable laws, or third-party rights; and
 - d. Does not contain any virus or other similar contaminating or destructive characteristic.
- You agree with the Company that, if and when the Company, in compliance with any law or regulation, may change any information or material submitted to your Profile Page. The Company may also publish your name next to any material you submitted to your Profile Page.
- Please keep your Profile Page updated and correct. If you realize any mistake made, please correct the mistake so that potential employer can better understand your Profile Page.
- You shall not remove any material that the Company adds to your Profile Page.

2. Potential Employers

- You need to register your profile on the Website, before you can advertise or select any certified skilled workers using the Website. The Company may inform you that your registration has failed if your registration has been withdrawn or suspended before by the Company.
- After registration, the Website will generate a page (your “Employer Profile Page”) that you can submit information, pictures and/or videos to inform potential certified skilled -

job seekers of you as a potential employer. You can also populate your Employer Profile Page with any vacant positions you wish to advertise.

- You and the Company are the only people that can access your Employer Profile Page and to edit it. You agree to only edit your Employer Profile Page and not any other parts of the Website, which may include profile pages of other job seekers or potential employers. If you can access other parts of the Website at any time, because of a programming error or any other reasons, you agree to inform the Company about this discrepancy and not edit, add or subtract information from the other parts of the Website. The Company will remove your Profile Page and terminate any business dealing with you if we discover you have made any amendments to other parts of the Website, except your Employer Profile Page.
- You agree to keep your Employer Profile Page updated and correct. Any mistakes shall be corrected by you when you realise that you have made one.
- By submitting information and material (including photographs) to your Employer Profile Page, you declare that the information or material:
 - a. Is accurate, up-to-date and is not misleading in any way
 - b. Does not contain anything that is abusive, defamatory, libelous, objectionable, obscene or pornographic
 - c. Is not in breach of any applicable laws, or third-party rights; and
 - d. Does not contain any virus or other similar contaminating or destructive characteristic
- Please keep your profile Page updated and correct. If you realise any mistake made, please correct the mistake so that potential job seeker can better understand your Employer Profile Page.
- You shall not remove any material that the Company adds to your Employer Profile Page.
- Potential employers are advised to do independent due diligence on potential certified skilled job seekers that you find on the Website. The Company will do our utmost to ensure the accuracy of these positions posted. However, the Company will not be responsible for any inaccuracies. You agree to discharge the Company from any legal responsibility regarding any potential certified skilled – job seekers, any terms relating to any vacant positions and/or their honesty or integrity.

3. Use of the Website

- The Company will do our utmost to ensure all information on the Website is up to date. However, it may not be correct all the time. You should do your due diligence to check the information you obtained from the Website (including any Profile Page or Employer Profile Page) is correct. You agree that the usage of this Website is at your own risk.
- You can inform the Company of any inaccurate information by emailing us to info@certifiedskilledworkers.global.
- You comprehend that the Company does not monitor, approve or verify any interaction between potential job seekers and potential employers that takes place as a result of using the services provided by the Website. You are solely responsible for checking the information and ensuring your personal safety and security when interacting with another user.
- Below are the rules you agree to when using the services of the Website:
 - a. Interact with users that do not wish to be interacted with
 - b. Stalk or harass other users
 - c. Post, email, publish on the Website or contact other users with any spam, junk mail, chain letters or unsolicited email advertisements.
- You understand that the posting of your information or material to your Profile Page or Employer Profile Page is not the publication of the Company. The Company, or third party on behalf of the Company, only hosts the material to provide potential job seekers and potential employers with a service.
- You shall not conduct or promote any illegal activities (in the Company's opinion) when using the Website. These activities include breaching of copyright, infringing on privacy or infringing any third-party rights as well as activities that are defamatory to third persons. The Company reserves the right to terminate your Profile Page or Employer Profile Page and may lead to prosecution.
- You shall not use this Website in any way to generate unsolicited emails, spam or promotional materials to other users.
- You shall not do anything to generate viruses, cause damage to the Website or other users of the Website, including any technical damage to the other computers.

- You shall not try to gain control of the Website or the system that runs the Website. You shall not compromise the security of the Website, its services, system resources or network.
- You shall not utilise the Website in any way that can damage, overburden, or impair the Website.
- You shall not use the Website to collect any information about other users, for profit or otherwise, except to assist you to find potential job seekers or potential employers.
- You shall not add links to the Website or link to the Website from other websites without the written consent of the Company.
- You shall not charge third parties for using the content of the Website, nor monetise the content of the Website.
- You shall not change, edit, add or subtract or produce summaries of the Website content anywhere else.
- You shall not make available your contact details which includes but not limited to phone numbers, addresses, or email addresses anywhere on the Website to bypass the correct use of the Website. This includes but not limited any e-mail feature of the Website.
- You shall not create any Profile Page or Employer Profile Page under a false name or by any other means.
- Any party engaged in illegal activities regarding the use of the Website may be subject to prosecution. The Company can not assure any illegal or inappropriate use of this Website or give notice of any illegal or inappropriate use of this Website.

4. User Content and Behaviour

- You agree to be solely responsible for familiarising yourself with the legal requirements of the jurisdiction you are located. This also includes your compliance with the legal requirements of the jurisdiction you are located in with regard to your usage of the Website.
- Members of the public can post comments, information and other material (“User Content”) on the Website. The person who post the content is solely responsible for the User Content posted. The Company is not responsible for the User Content posted. You understand that you shall not post User Content which is offensive, indecent or objectionable or which denigrates any person or entity within the Website.

The Company has the right (but not the obligation) to refuse, edit or remove any User Content.

- The Company has the intention to refuse, edit or remove any User Content which is offensive, indecent or objectionable. However, the Company may not do so in time before you are exposed to such User Content. Please inform the Company if you find User Content that is offensive, indecent or objectionable. You agree that you are at your own risk of viewing these User Content.
- Please do your due diligence regarding the User Content you find on the Website. The Company does not and can not assure the correctness, integrity or quality of the User Content. The Company is also not liable for any loss or damage you may suffer because of your use of or reliance on the User Content.
- The Company does not endorse any User Content on the Website. Neither do the Company accept any liability for any content posted on this Website by any third party or the conduct of any third party.

5. Your Content

- Between you and the Company, you own the content and information that you post to the Website (including User Content, information on your Profile Page and your Employer Profile Page) and you are only granting the Company the following non-exclusive license: a worldwide, transferable and sub-licensable right to use, copy, modify, distribute, publish and process that information and content without any further consent, notice and/or compensation to you or others.
- These rights are limited by the below conditions:
 - a) You can terminate this license for specific content by deleting such content from the Website, or by closing your account, except:
 - If you have shared it with others when you use the Website and they copied or stored it, and
 - For the reasonable time it takes to remove the data from the backup and other systems.
 - b) The Company will not insert your content in advertisements for the products and services to others without your consent. However, the Company reserves the right, without compensation to you or others, to publish advertisements

near your User Content and your comments on sponsored content may be visible as noted in the Privacy Policy.

- The Company will get your consent before publishing your User Content to others or give others the right to publish your posts outside of the Website as part of the operation of the Website. Third parties may still access and share your User Content, compatible with your settings and degree of connection with them.
- The Company may make formatting changes to your User Content like translating it, modifying the size, layout or file type or removing the metadata, the Company will not modify the core meaning of your User Content.
- You agree that the Company may access, store and use any information you posted in accordance with the terms of the Privacy Policy and your privacy settings.

6. GENERAL USE OF THE WEBSITE

- Your usage of The Website is being tracked.
- The Company will exercise all due diligence to ensure that the information contained in this Website is accurate and up-to-date, but the Company accepts no liability for errors or omissions in the information or any consequences that result from that (including without limitation any direct or indirect loss or damage of any nature whatsoever.)
- The Company is not liable for any damage to your computer software or computer hardware from your use of the Website, or your downloading of materials, data or images from any part of the Website, or a virus or otherwise.
- The Company does not warrant the availability of the Website (including any Profile Page or any Employer Profile Page) at any specific time. The Website may not be running due to, but not limited in scope to, infection by computer virus, tampering, unauthorised intervention, fraud, network, server, or other technical failures. The Company reserves the right to discontinue the Website, any Profile Page or any Employer Profile Page.
- You agree to indemnify, hold harmless and defend the Company against any liability, loss, damage, costs or expense of whatsoever nature (including legal fees) incurred or

suffered by the Company or by any third party (whether a user of the Website or otherwise) as a result of or related to:

- a. Your usage of the Website
 - b. Material on your Profile Page
 - c. Material on your Employer Profile Page
 - d. Any User Content. This clause is in effect regardless whether the material was posted or authorised by you.
- You may be in violation of the law if you attempt to deliberately damage the Website, any Profile Page, any Employer Profile Page or otherwise undermine the legitimate operation of the Website. The Company reserves the right to seek damages or any other remedies available to the Company from any such person. The Company may also choose to terminate any agreement between the Company and you.
 - You shall not add links to the Website or link to the Website from other websites without the written consent of the Company.
 - You shall not charge third parties for using the content of the Website, nor monetise the content of the Website.
 - You shall not change, edit, add or subtract or produce summaries of the Website content anywhere else.

7. Security

- In your usage of the Website or any content or materials on it, if you are not pleased with the service the Company provides. Your only remedy is to discontinue your use of the Website.
- You agree that any unauthorized use of the Website and its services as a result of your negligent act or omission may ensue damage to the Company. The Company will treat all such unauthorized occurrences with the Terms listed hereby.
- The Company will take reasonable precautions to ensure the Website is safe to use. However we do not guarantee the Website is free from viruses or anything that can harm you or your property. It is your sole responsibility to take precautions to safeguard your personal safety and the safety of your property. For example, you agree to install appropriate antivirus programmes on your computer. The Company will

not be held liable for any loss or damage resulting from a virus or other material inflicted to your equipment or data because of your use of this Website or of the Company services. This includes you receiving emails from the Company or third party.

- You agree to indemnify the Company from any lack of Website availability. The Company will take reasonable measures to ensure the continual availability of the Website. However, due to unforeseen circumstances like virus attacks, or planned Website maintenance may occur from time to time. For planned Website maintenance, you can find the latest updates and notices on the Website prior to the maintenance proper. The company does not warrant that the Website will always be available or that it will operate in an uninterrupted manner.
- You agree to ensure that you have suitable browser or third-party software to access the Website. The Company will not be held liable for any loss of functionality that is dependent on the software and hardware you use.

8. Links to third party sites

- The Company, users or third parties may from time to time post links to other websites. The Company do not endorse any of these websites or make guarantees to the content, privacy practices or other practices of third party websites. The Company urges users to familiarise with the Terms and Conditions and Privacy Policies of these websites before usage.
- You agree to waive the liability of the Company from any damage or harm caused by the usage of material or access of linked websites provided by third parties and users. The Company does not endorse any third party websites and is not to be held accountable for the use of, or the content of, any third-party websites.

9. Electronic communication

- To satisfy the Company's obligations to you under these Terms, the Company may communicate with you via email and/or posting notices on the Website. You agree to receive the emails or notices on the Website as part of the communication process

between the Company and you. You also agree the emails and notices on the Website will satisfy any legal requirement for communications, which must be in writing.

- The Company may from time to time send you promotional emails to promote our services and products. If you wish to opt out of such promotional emails, you can unsubscribe to the emails.

10. Suspending and terminating your account

- The Company reserves the right to suspend or terminate access to the Website, any Profile Page or any Employer Profile Page, at its sole discretion and without notice.
- The Company may use other rights and remedies in cases of breach of these Terms.
- The Company may suspend or terminate your account and the use of this Website if:
 - a. You breach these Terms or any other terms of any policies of the Company.
 - b. The Company suspects on reasonable grounds that you may have committed a breach of these Terms.
 - c. You engage in any activity that breaks the law.
 - d. You do anything that negatively impacts the Company's business or reputation.
 - e. The Company assesses that you are disrupting, disturbing or interrupting the operation of the Website in any way.
 - f. The Company assesses that you hold a risk of fraud, are using multiple accounts and/or using proxy internet protocol addresses to cover up the use of multiple accounts; or
 - g. The Company assesses it is necessary, for any reason, to protect the Company or the users of the Website, www.certifiedskilledworkers.global.
- You can deregister your account and stop using the Website at any time. The Company may store the account and its associated Profile Pages or Employer Profile Pages in an inactive mode but may not delete your account. If the Company, at our sole discretion, chooses to delete your account due to deregistration or for any other reason (including a period of inactivity on your part), the content inside the account will not be recoverable. You agree to waive the liability for any loss or damage due to the deletion of your account.

- Besides other rights and remedies the Company may have accorded by these Terms or by law, the Company may opt to take other technical and/or legal steps against any person who create problems or possible legal liabilities of any kind, or who act inconsistent with these Terms, other Company's policies or any relevant law.

11. Representations and Warranties

- You undertake, represent and guarantee that:
 - a. If you are a representative of the corporate, you have the authority to bind the corporate entity; and
 - b. You will comply with all domestic and international laws and regulations regarding and relating to your use of the Website.
- To the extent allowed under the law, the Company (and those that the Company has a working relationship to provide the services):
 - a. Disclaims all implied warranties and representations (eg. warranties of merchantability, fitness for a particular purpose, accuracy of data, and non-infringement)
 - b. Does not warrant that the services will operate without interruption or errors
 - c. Provide the service (including content and information) on an "as is" and "as available" basis
- Some laws do not permit certain disclaimers, therefore some or all of these disclaimers may not apply to you.

12. Exclusion of liability

- To the extent allowed under the law (and unless the Company has entered into a separate written agreement that supersedes this agreement), the Company (and those that the Company has a working relationship to provide the services) will not be liable to you or others for any indirect, incidental, special, consequential or punitive damages, or any loss of data, opportunities, reputation, profits or revenues, related to

the services (eg. offensive or defamatory statements, down time or loss, use or changes to your information or content).

- In no event shall it be the liability of the Company (and those that the Company has a working relationship to provide the services). For avoidance of doubts, “No Claims” will be made by any party using www.certifiedskilledworkers.global, the website of the Company.
- This limitation of liability is part of the basis of the agreement between you and the Company in relation to the Website and its services. This will apply to all claims of liability (eg. warranty, tort, negligence, contract, law) and even if the Company has been informed of the possibility of any such damage, or if remedies made to these damages fail their intended purpose.
- Some laws do not permit certain disclaimers, therefore some or all of these disclaimers may not apply to you.

13. Force Majeure

- Neither party will be liable to the other party under these Terms or any other agreement between the parties, for any loss or damage which may be suffered by the other party due to any cause beyond the first party’s reasonable control including without limitation any act of God, exceptionally severe weather, failure of shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance (other than those of the parties), the act or omission of government, highway authorities, other telecommunications operators or administrators or other competent authority, war, military operations, acts of terrorism or riot, royal demise etc.

14. Intellectual property rights

- Except as set out otherwise within these Terms, all intellectual property rights in and relating to the content on the Website is owned and controlled by the Company.
- You can only use this Website for your job seeking or vacancy filling purposes. You must not use the Website or any of its content for any commercial or monetising

purpose, including any advertising or advertising revenue generation activity on your own website.

- You may not edit, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any content or software contained within the Website.
- The Company is not providing a storage service. You agree that the Company have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent as stated in our Privacy Policy and any other applicable laws.

15. Relationship and Notice

- None of the provisions of these Terms will be considered to establish a partnership or agency between you and the Company. You will not have any authority to bind the Company in any manner whatsoever.
- If any clause or a group of clauses of these Terms is considered invalid, void or for any reason unenforceable, such clause will be considered severable and will not impact the validity and enforceability of the remaining clauses of these Terms.
- These Terms (as amended from time to time in accordance with its terms) sets out the entire understanding and agreement between you and the Company with respect to the use of the Website.
- Any failure by the Company to enforce any clause set out in these Terms or other policies with you is not to be considered as a waiver of the Company's rights to enforce those terms.

Applicable Law & Jurisdiction for Employers' in MALAYSIA

This Policy, which includes your usage of the Website, is subject to and governed by the laws of MALAYSIA. If there are any disputes, the Company will follow the law principles of MALAYSIA. Any disputes regarding this Policy or handling of Certified Skilled Workers and Employers shall be subject to the exclusive jurisdiction of the Courts in MALAYSIA.

Applicable Law & Jurisdiction for Employers' in Singapore

This Policy, which includes your usage of the Website, is subject to and governed by the laws of SINGAPORE. If there are any disputes, the Company will follow the law principles of SINGAPORE. Any disputes regarding this Policy or handling of Certified Skilled Workers and Employers shall be subject to the exclusive jurisdiction of the Courts in SINGAPORE.