

## Cultivate People Pte. Ltd.: WEBSITE TERMS OF SERVICE

### INTRODUCTION

Please read the following terms and conditions carefully before accessing or using this website. We have set the Terms of Service out in a Table of Contents. You can read each section by clicking on it in the Table of Contents.

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### SECTION 1 - WEBSITE

This website is operated by Cultivate People Pte. Ltd. Throughout the website, the terms “we”, “us”, “our” and “Cultivate” refer to Cultivate People Pte. Ltd. Cultivate People Pte. Ltd. offers use of this website, including all information, tools and services available from this website to you, the user, conditional upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting this website and/or using any of the tools within it, our recruitment or human resources services, you engage in our “Service” and agree to be bound by the following terms and conditions (“**Terms of Service**”), including any additional terms and conditions and policies referred to in these Terms of Service and/or available by hyperlink. These Terms of Service apply to all users of this website and our Service, including without limitation users who wish to browse or are existing or prospective clients.

By accessing or using any part of this website, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, we do not give you permission to access this website or use our Service. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service. Any new features or tools which are added to this website will also be subject to the Terms of Service.

You may not use this website for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms of Service will result in the immediate termination of our Service when and if it comes to our attention, without notice to you.

## SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse our Service to anyone, for any reason, at any time.

You understand and accept that information you provide using this website may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree not to scrape, reproduce, duplicate, copy, sell, resell or exploit any portion of our Service, use of our Service, access to our Service or access to any contact on the website through which our Service is provided, without our express written permission.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms of Service.

## SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this website is inaccurate, incomplete or obsolete. Material displayed or provided on this website is for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on material and information on this website is entirely at your own risk.

This website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this website at any time, but we have no obligation to update any information on this website. You agree and accept that it is your responsibility to monitor changes to this website.

## SECTION 4 - MODIFICATIONS TO THE SERVICE

We reserve the right at any time to modify or discontinue our Service (or any part or content of our Service) without notice at any time.

We are not liable to you or to any third-party for any modification, price change, suspension or discontinuance of our Service.

## SECTION 5 - SERVICES

Certain services may be available exclusively online through this website.

We reserve the right, but are not obliged, to limit access to our Service to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the volume and sophistication of our Service that we offer. All descriptions of our Service are subject to change at any time without notice, at our sole and absolute discretion. Any offer for any service made on this website is void where it is prohibited by applicable law.

We reserve the right to refuse any request for our Service you place with us. You agree and accept that our opinion on such matters is not susceptible to challenge.

You agree to provide current, complete and accurate information in all of your interactions with this website. You agree to promptly update the information you provide, including your email address, so that we can contact you as needed.

## SECTION 6 – THIRD PARTY TOOLS

We may provide you, either through this website or independently of this website, with access to third-party tools we do not monitor nor over which we have any control or input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranty, representation or condition of any kind and without any endorsement. You agree and accept that we have no liability whatsoever arising from or relating to your use of such third-party tools.

Your use of third-party tools provided through this website is entirely at your own risk and discretion. You should ensure that you are familiar with the terms on which tools are provided by the relevant third-party provider(s). By using third-party tools you agree to be bound by the terms on which those tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through this website (including, the release of new tools and resources) or independently of this website. Such new features and/or services shall also be subject to these Terms of Service.

## SECTION 7 - THIRD-PARTY LINKS

Certain content and services available via our Service may include materials from third-parties.

Third-party links on this website may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy of any third-party website and we do not warrant and have no liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any loss, harm or damage related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party website. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns or questions regarding third-party products or websites should be directed to the relevant third-party.

## SECTION 8 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If you send us specific submissions, creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion is unlawful, offensive, threatening, libellous, defamatory, discriminatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of our Service or any related website. You agree not to use a false e-mail address, pretend to be

someone other than yourself, or otherwise mislead us or third-parties, whether as to the origin of any comments you provide or any information you otherwise provide to us. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party on our website.

## SECTION 9 - INFORMATION ABOUT YOU AND PRIVACY

This section describes how we collect, use and disclose your personal information either when you visit our website or you use our Services.

### INFORMATION WE COLLECT ABOUT YOU

When you visit our website, we automatically collect certain information about your device, including information about your web browser, IP address, time zone, and some of the cookies that are installed on your device. As you browse our website, we collect information about the individual web pages or products that you view, what websites or search terms referred you to our website, and information about how you interact with our website. We refer to this automatically-collected information as “Device Information.”

We collect Device Information using the following technologies:

- “Cookies” are data files that are placed on your device or computer and often include an anonymous unique identifier. By continuing to browse this website, you are agreeing to our use of cookies. A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer, if you agree. Cookies contain information that is transferred to your computer’s hard drive. We use:
  - Necessary cookies. These help make a website usable by enabling basic functions like page navigation and access to secure areas of the website. Our website cannot function properly without these cookies.
  - Analytical/performance cookies. These allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
  - Functionality cookies. These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
  - Targeting cookies. These record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third parties for this purpose.

For more information about cookies, and how to disable them, visit <http://www.allaboutcookies.org>.

- “Log files” track actions occurring on our website, and collect data including your IP address, browser type, internet service provider, referring/exit pages, and date/time stamps.
- “Web beacons,” “tags,” and “pixels” are electronic files used to record information about how you browse our website.

When you interact with us through our website, or independently of our website, you will provide, and we will collect from you, information about you. We collect information (including your health information) that is necessary for us to provide you with our Service and improve our business. This information usually includes your name, date of birth, address, email and telephone numbers. In addition, we may collect the following the following information:

- For recruitment purposes: your previous work history, performance appraisals, qualifications, information about incidents in the workplace, health information, personal history, opinions from referees, information in relation to absences from work due to leave, illness or other causes and our assessment of you as a prospective candidate for recruitment, including any psychometric or skills testing.

- For payroll purposes: your employment details, bank account details and other ancillary information that is required to fulfil contractual, legislative, filing and reporting obligations (including the payment of salary and wages).

We refer to this information as “Business Information.”

When we refer to “Personal Information” in this Privacy Policy, we mean both Device Information and Business Information.

## HOW WE USE INFORMATION ABOUT YOU

We use Business Information to communicate with you and provide our clients and/or you with our Service, facilitate candidate placement and recruitment opportunities for job applicants, including assessing your application for employment with prospective employers and verifying your information, provide you with further information about the recruitment opportunities or services you requested, conduct surveys of job applicants in relation to our Service, provide you with information about us and our Service that is of relevance to you and any other purpose identified to you at the time of collecting your information.

We use Device Information to help us screen for potential risk and fraud (in particular, your IP address), and more generally to improve and optimize our website (for example, by generating analytics about how our customers browse and interact with our website, and to assess the success of our marketing and advertising campaigns).

We may also use Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights.

## SHARING INFORMATION ABOUT YOU

We share your Personal Information with third parties for the purpose of facilitating candidate placement, verifying your details, providing payroll services, marketing our Service and managing our business. Third parties may include any of our related entities, affiliates and agents, our clients, including your prospective employers and external organisations seeking labour, educational institutions and background screening providers to verify your qualifications, your referees and current and former employers, our third party service providers, contractors and suppliers (such as our IT service providers for hosting databases), our professional advisors including our accountants, auditors and lawyers and any other third parties notified to you at the time of collecting your Personal Information.

We also use Google Analytics to help us understand how our customers use our website--you can read more about how Google uses your Personal Information here: <https://www.google.com/intl/en/policies/privacy/>

You can opt-out of Google Analytics here: <https://tools.google.com/dlpage/gaoptout>

Finally, we may also share your Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights.

## DO NOT TRACK

Please note that we do not alter our website’s data collection and use practices when we see a Do Not Track signal from your browser.

## DATA RETENTION

When you contact us, we will maintain your Business Information for our records unless and until you ask us to delete this information.

## CHANGES

We may update this privacy policy from time to time in order to reflect, for example, changes to our practices or for other operational, legal or regulatory reasons.

## CONTACT US

For more information about our privacy practices, if you have questions, or if you would like us to make a correction or to make a complaint, please contact us by e-mail at [ask@cultivate.asia](mailto:ask@cultivate.asia).

## SECTION 10 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on this website or in our Service that contains typographical errors, inaccuracies or omissions. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information if any information in our Service or on any related website is inaccurate at any time, without prior notice (including after you have contacted us).

We undertake no obligation to update, amend or clarify information in our Service or on any related website, including without limitation, pricing information, except as required by applicable law. No specified update or refresh date applied in our Service, or on any related website, should be taken to indicate that all information in our Service or on any related website has been modified or updated.

## SECTION 11 - PROHIBITED USES

In addition to the prohibitions set out in these Terms of Service, you are prohibited from using this website or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, national, provincial or state regulation, rule, law, or local ordinance; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of our Service or of any related website, other websites, or the internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of our Service, this website or any related website, other websites, or the internet. We reserve the right to terminate your use of this website, our Service or any related website where we suspect or find evidence of a violation of this clause or the prohibitions set out in these Terms of Service.

## SECTION 12 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of our Service will be accurate or reliable.

You agree that, from time to time we may remove or suspend our Service for indefinite periods, or cancel our Service at any time, without notice to you.

You expressly agree that your use of, or inability to use, our Service is entirely at your risk. Our Service and services procured using our Service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranty or condition of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, title and non-infringement.

In no case shall Cultivate People Pte. Ltd., our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of this website, our Service or services procured using our Service, or for any other claim related in any way to your use of this website, our Service or any service, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of this website, our Service or any content (or service) posted, transmitted, or otherwise made available via this website or our Service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by applicable law.

## SECTION 13 - INDEMNIFICATION

You agree to indemnify, defend and hold harmless Cultivate People Pte. Ltd. and any parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable legal fees and expenses, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## SECTION 14 - SEVERABILITY

In the event that any part of these Terms of Service is determined to be unlawful, void or unenforceable, all other parts shall nonetheless be enforceable to the fullest extent permitted by applicable law and the unlawful, void or unenforceable part shall be deemed to be severed from these Terms of Service without affecting the validity and enforceability of all other remaining parts.

## SECTION 15 - TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using this website.

If, in our opinion, you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we may terminate this agreement at any time without notice. We may also deny you access to this website and our Service (or any part of our Service).

## SECTION 16 – WAIVER AND ENTIRE AGREEMENT

Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this website or in respect to our Service constitute the entire agreement and understanding between you and us and govern your use of this website and our Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

You agree and accept that any ambiguity in the interpretation of these Terms of Service cannot be construed strictly against us.

## SECTION 17 - GOVERNING LAW

These Terms of Service shall be governed by and construed in accordance with the laws of Singapore.

## SECTION 18 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to this website. It is your responsibility to check this page periodically for changes. Your continued use of or access to this website following the posting of any changes constitutes acceptance of those changes.

## SECTION 19 - CONTACT INFORMATION

Questions about these Terms of Service, including our privacy policies, should be sent to us at [hello@cultivate.asia](mailto:hello@cultivate.asia).