

WEBSITE TERMS OF USE

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY AS THEY APPLY TO YOUR USE OF THIS WEBSITE.

The Cyclopes Limited and Cyclopes Career Limited ("**Cyclopes**", "**we**", "**us**" or "**our**") provides and makes available this website. By accessing this website ("**Website**") and any of its pages, features, information, content, applications and services contained therein or on any related Apps from time to time (collectively, the "**Service**" or "**Services**", which includes the Website and Portal (as defined in "CLAUSE 10 REGISTRATION" below), you are agreeing to these terms. If you do not agree to these terms, you should not use the Services. Cyclopes has the right to update or make changes to the Services and these terms of use ("**Terms of Use**" or this "**Agreement**") from time to time which shall be binding on you and you should check these terms from time to time for updated terms of use.

These Terms of Use apply to both users who access the Website to seek employment and/or further their career development ("**Job Seeker**") and users who access the website to place a job advertisement or listing to or promote any job related activities through the Website ("**Advertiser**").

A. TERMS THAT APPLY TO JOB SEEKERS

The following terms and conditions apply to all individual users who access or use the Services (or any part thereof) as Job Seekers. You further agree that "Section C. Terms that Apply to All Users" also apply to you. For the avoidance of doubt, where any part of "Section A. Terms that Apply to Job Seekers" conflict with any part of "Section C. Terms that Apply to All Users", "Section A. Terms that Apply to Job Seekers" shall prevail.

1. YOUR USE OF THE SERVICES

You agree that:-

- (a) you shall only use the Services for your personal non-commercial purposes, in particular to seek employment, undertake career development and/or to attend and participate in activities, events, information sessions, workshops and/or webinars advertised on or through the Services in your personal capacity;
- (b) you shall only respond to any employment opportunity or job vacancy posted by an Advertiser (as defined in "CLAUSE 2 ADVERTISER" below) on or through the Services for the sole purpose of enquiring about or applying for the job advertised;
- (c) you shall not submit, upload or post any information or data that is false, inaccurate and/or misleading, unauthorised or otherwise in breach of any applicable laws or third party rights on or through the Services;
- (d) you shall not post any information or data on or through the Services that is unrelated to the purpose seeking employment or career development; and
- (e) you shall be solely responsible and liable for all contents and material that you have submitted, uploaded or published onto to the Website.

You understand that Cyclopes is not an employment agency and is not procuring employees for the Advertisers or employment opportunities for Job Seekers. Cyclopes merely provides the Website and Services as a tool to facilitate Job Seekers and Advertisers to exchange information in relation to employment, recruitment, networking and career development. Cyclopes therefore shall not be responsible or liable for any information or materials provided by, or any acts or omissions of any Job Seekers or Advertisers.

2. JOB LISTINGS

Job listings are created and provided by third parties who place a job advertisement or posts a job vacancy or listing, or otherwise promotes any job related activities on the Website or through our Services (**Advertisers**). You acknowledge and accept that Cyclopes has no control over, and therefore has no responsibility or liability for, the contents of any job listings that are posted, uploaded or published on our Website or through our Services, or over any conditions or requirements that the Advertiser may impose once the Job Seeker has submitted an application for the job listing, or any acts or omissions of any Advertisers.

You further agree and accept that Cyclopes:-

- (a) has no obligation to screen, verify or monitor any job listings, or to include any job listings on the Website or Services;
- (b) may exclude or remove any job listings from the Website or Services or your search results as it deems appropriate to do so without any obligation to provide any reasoning or notice to, nor any liability to you;
- (c) has no obligation to present any or all job listings to you on the Website or Services;
- (d) cannot confirm the accuracy or completeness of any job listings or other information submitted by Advertisers; and
- (e) shall not be responsible, and disclaims all liability, for the content, accuracy, completeness, reliability, legality or availability of any job listings posted, uploaded or published by an Advertisers or any other materials, content or information submitted by any other third parties.

3. YOUR PROFILE AND APPLICATIONS

When you search for jobs on or through the Services and proceed to apply for a job listed by an Advertiser, we may suggest information from your User Account to include in your application. You agree and accept full responsibility to review suggestions before including them in your application, and Cyclopes shall not be responsible or liable for any such or lack of suggestions, or the inclusion or exclusion of the same in your application.

You confirm and acknowledge that you voluntarily disclose your resume, personal information and all other relevant information and/or data (**Resume Information**) to the Advertiser and Cyclopes when you (a) create your profile on the "My Profile" webpage in the Portal (**Profile**); (b) apply for any available job vacancies posted on or through the Services by the Advertiser; or (c) otherwise publish, upload or submit any personal information on or through the Services including without limitation when you respond to any screener questions or assessments. Any Resume Information that you upload, publish or submit to the "My Profile" webpage in your Portal will be publicly available to any third parties.

You acknowledge that prior to submitting an application for a job listing on or through the Services, you are responsible for reviewing and confirming that you are applying to your desired job listing and that your Resume Information is accurate and truthful.

By submitting, uploading or publishing your Resume Information on or through our Services, you authorise Cyclopes to store the same in databases owned and/or operated by Cyclopes or that are operated by and leased or licensed to Cyclopes by third parties (**Databases**). To the extent that Cyclopes collects, holds, stores, processes and/or uses any of your Resume Information that is 'personal data' under the Personal Data (Privacy) Ordinance, Cap. 486, such collection, holding, storing, processing, use and disclosure of your personal data will be subject to our Privacy Policy (see <https://www.theyhiredme.com/doc/privacy-policy.pdf>).

By submitting an application for a job listing posted by an Advertiser on or through the Services, you are requesting and authorising Cyclopes to disclose and/or make available your Resume Information that you have submitted, uploaded or published on or through the Services to the applicable Advertiser for the applicable job listing. You agree that you provide your Resume Information to the Advertiser entirely at your own risk. Once the Advertiser has accessed, received and/or downloaded your Resume Information (or any part thereof), you agree that Cyclopes shall not be responsible or held liable in relation to the Advertiser's collection, holding, storing, processing, disclosure and/or use of the same, which will be subject to Advertiser's own privacy policy and practice and which Cyclopes has no control over.

You further acknowledge and agree that your Resume Information (or any part thereof) may be accessed, received and/or downloaded by any Advertisers who have subscribed to and/or otherwise use our Services for the purpose of recruiting and assessing the suitability of Jobseekers who have applied to the Advertiser's job vacancy post on the Website or otherwise through our Services.

Cyclopes shall have the right to reject, erase, delete or refuse to accept any part of the Resume Information that you may submit, publish or upload on or through the Services in Cyclopes' sole and absolute discretion, including without limitation information or data that Cyclopes considers to be inaccurate, false, illegal, unlawful, offensive, infringe third party's intellectual property rights or otherwise inappropriate having regard to the purpose for which the information or data is or is to be used.

You agree that we may disclose your Profile to other Job Seekers who have registered for a User Account to enable them to contact you through the messaging feature within the Portal for the purpose of obtaining advice, information and/or knowledge in relation to job seeking, networking and/or career development.

When you apply to a job listing through the Services, we cannot guarantee that the Advertiser will access, read or respond to your application.

You also agree that Cyclopes shall not be responsible or liable for the content of the Advertiser's job listings posted on or through the Services, any messages that the Advertiser may send to you through the messaging feature available through our Services or through external communication services provided by third parties (e.g. via email or SMS messaging) or any screener questions or assessments that the Advertiser may require you to respond to as part of their application process. You acknowledge that Cyclopes is not responsible or liable for the content of any screener questions or assessments that the Advertiser may require you to respond to, and Cyclopes is merely making the same available to you through the Website interface at the Advertiser's request as part of our Services.

You acknowledge that any messages or notifications that are sent to your Portal from the Advertiser (including without limitation, requests to complete any screener questions or assessments, invitation to attend an interview, rejection or offer notices) are on the instructions of the Advertiser and that Cyclopes has no control or discretion in the transmission of such messages or notifications.

Cyclopes does not guarantee the identity of an Advertiser or any of their personnel, or the validity of any job listings or job offers. You acknowledge and agree that you (and not Cyclopes) are solely responsible for verifying the validity and accuracy of any job listings and job offers. Cyclopes shall not be responsible for, and disclaims all liability to the fullest extent under applicable laws for any loss or damage that you may suffer as a result of applying to any job listings or accepting any job offers on or through the Services.

You will receive a notification in your User Account if the Advertiser invites you to attend an interview, completes any screening questions or assessments, or offers you the job advertised in the job listing that you have applied for. It is your responsibility to schedule, confirm, reschedule and/or cancel any interview as necessary, and/or to accept and confirm any job offers in the Portal. The Advertiser (and not Cyclopes) is solely responsible for its hiring decisions including without limitation in deciding who to interview and which candidate to offer the job listing to, and you acknowledge that Cyclopes has absolutely no control over, participation or insight into these decisions.

You agree and acknowledge that the Advertisers (and not Cyclopes) are solely responsible for compliance with any and all applicable laws including without limitation in relation to employment, minimum wage requirements, holiday and leave entitlements, health and safety, data protection, disability and anti-discrimination. Cyclopes shall not be responsible or held liable for the Advertiser's non-compliance with any laws or regulations in relation to the Advertiser's job listings, employment and hiring practices or processes including without limitation their recruitment criteria, assessments, interview process and questions, the format or delivery of any assessments or interviews, and any hiring decisions made by the Advertiser, which you acknowledge are completely out of Cyclopes' control.

Cyclopes may charge Advertisers a fee for accessing and/or using the Website, Databases and/or Services and you agree and accept that you shall not be entitled to, nor have any claims, to any such fees received by Cyclopes.

4. COMMUNICATIONS ON THE WEBSITE AND SERVICES

We may notify you through your User Account, including without limitation in your Mail or Notifications, when an Advertiser takes certain actions in relation to your application for the Advertiser's job listing, including without limitation when the Advertiser views, sends, stores or receives communications or materials through the Services, or when the Advertiser opens your application, makes a decision regarding your application, invites you to attend an interview, requests you to complete any screener questions or assessments, pauses or closes a job listing, or posts new job listings.

We will also notify you of any events, workshops, seminars/webinars, courses, or activities that you have registered for through the Website or other Services and of any upcoming scheduled interviews, including without limitation by including them in "Your Schedule", "Upcoming Events", and/or "Calendar".

Any notifications are provided solely as a courtesy and you should not rely on them. We do not warrant or guarantee the timely transmission or delivery or accuracy of any courtesy notices.

We may also send you notifications or messages to your User Account in the Portal regarding our Services including without limitation any new events, workshops, seminars/webinars or other activities or other promotional offers, subject to you providing consent to receiving direct marketing in accordance with our Privacy Policy.

It is your responsibility to actively monitor your application to any job listings and check for any updates, to follow-up with the Advertiser regarding the progress of your application, and to ensure your attendance at any events, workshops, seminars/webinars, courses, activities, assessments and/or interviews. We shall not be responsible, and disclaim all liability, for any loss or damage that may arise from your non-attendance or non-participation including without limitation any fees that you have paid to register for any events, workshops, seminars/webinars or other activities.

We may also notify the Advertiser that you may follow, have otherwise indicated an interest in or to whom you have applied to their job about your activities on the Website or Services, including without limitation when you are online, when you update your Profile, submit an application for a job listing, respond to any screener questions or assessments, schedule an interview and/or when you accept or reject a job offer on or through your User Account or Portal. You hereby consent to Cyclopes notifying the Advertiser of your activities.

5. CAREERS SERVICES

Cyclopes may offer, or may partner with or outsource external third party vendors, to review your resume or cover letters, offer coaching or live video consulting sessions, writing workshops, general career guidance, upskilling courses, mock interviews, or other consultation services (collectively, "**Careers Services**"). We may also provide you with career, career development and related tips, information and guides via blog posts, our messaging feature or other channels as part of our services to you including without limitation, how to write or improve your resume or cover letters, commonly asked interview questions, guidance on the job application process, networking, how to prepare for your new job, and career development or industry related skills (**Careers Content**). You may only use the Careers Services and Content for your own personal purposes in relation to your resume, career development or job search, and not for any other person or for any other commercial purposes.

You acknowledge that Cyclopes offers these Careers Services and Careers Content as general guidance and resources only, and you understand that it is ultimately your decision and responsibility to determine how to pursue your job search. Cyclopes is not responsible for the accuracy or completeness or appropriateness of any information that it or any of its vendors provide to you.

Cyclopes shall not be responsible for, and disclaims all liability with respect to any actions that you may or may not take based on the information, contents and materials provided in the Careers Services and Careers Content. Further, you understand and accept that using Careers Services and/or Careers Content does not guarantee any job interviews, job offers or placements, increased careers prospects or benefits, or higher salary or compensation. You agree to take full responsibility for the use of any services, information and materials provided to you.

Cyclopes owns all rights in all content and materials that form part of Career Services and Careers Content and other career and hiring-related material that are provided you. By using Career Services and/or Careers Content, Cyclopes grants you an express, non-exclusive, non-assignable, and non-sublicensable right and license to use materials developed by Cyclopes or our third party vendors for you. This license is limited to personal and non-commercial use and any further use is prohibited.

As part of Careers Services, you may engage or interact with third parties to discuss your job search, review or coach you on drafting your resume or cover letter, help you prepare for interviews, devise career strategies, skills development etc.. Whether you interact with these third parties through the Services, external platforms or webpages, or offline, you acknowledge that these third parties are not employed by nor represent Cyclopes and Cyclopes is not responsible for the content of any discussions that you may have with such third parties or any information provided by them, or the actions that you may or may not take based on your discussions. Cyclopes does not warrant or guarantee the quality or effectiveness of any advice, content, recommendation or guidance that you may receive from these third parties. You agree to the maximum extent permitted by applicable law, that Cyclopes shall not be liable for any claims, loss or damage that you may suffer in relation to, as a result or arising from any discussion that you may have with, or any acts or omissions of such third parties.

We may provide some Careers Services through virtual communications means – please see ‘CLAUSE 13 - VIRTUAL COMMUNICATIONS’ for the detailed terms. In particular, please note that we may record any of the Careers Services and therefore, you may also be recorded if you actively participate in any of the activities, events, workshops, seminars, courses etc.. If you do not consent to being recorded, please do not participate in any of our Careers Services offerings. For purposes of use of any personal data, please refer to our Privacy Policy at <https://www.theyhiredme.com/doc/privacy-policy.pdf>. In addition, if the Careers Services event, activity or offering is provided or conducted over virtual communications over the platform, interface or webpage of the external service provider, you understand and agree that your use of the virtual communications is also subject to the terms and conditions and privacy policy of the relevant external service provider, the terms of which Cyclopes has absolutely no discretion, involvement or control over.

6. FEES AND PAYMENT

We reserve the right at any time to:-

- (a) charge fees; and
- (b) to vary or amend the terms and conditions which cover such fees, for access to or use of all or some parts of the Website.

Any such changes will be notified to all our users including you via our Website. We may offer paid Services on or through our Services which may be operated by Cyclopes or external third parties (**Premium Services**). If you purchase any of the Premium Services offered or advertised on or through our Services (whether such services will be provided by Cyclopes or an external third party vendor) you shall be charged as indicated on the Services and you agree to pay to us the applicable fees and taxes for the relevant Premium Service. Failure to pay the relevant fees will without prejudice to other rights or remedies, result in the termination of the relevant Premium Services and we shall terminate or block your access to the same.

You acknowledge and agree that any credit card, bank account, and related billing and payment information that you provide to Cyclopes may be shared or disclosed by Cyclopes with third party payment processors.

Except as required by the law, all payments made on or through our Services are non-refundable, including fees and other charges. You acknowledge and accept that refunds (if any) are at the sole and absolute discretion of Cyclopes and only in the form that Cyclopes accepts as appropriate in its sole discretion.

If the Premium Services are provided by third party vendors, you may be redirected to the vendor's external webpage to input payment information. You understand and accept that any payment that you make on such third party websites will be made directly to the vendor and Cyclopes will not be involved in, or responsible for, the security of your payment information or confirming that your payment has been received by the third party vendor and you should enquire directly with the third party vendor. Please also see the terms contained in "Clause 15 LINKS AND ADVERTISEMENTS" below.

You agree that Cyclopes shall not be liable or responsible for any claims, loss or damage incurred as a result of, in relation to, or arising from, your use of such third party websites, including without limitation any payments that you may make on such websites.

You understand that you will be subject to the terms and conditions and any privacy policies of the third party vendor's website, including without limitation in relation to payment and refund policies.

B. TERMS THAT APPLY TO ADVERTISERS

The following terms and conditions apply to all Advertisers and other users who access or use the Website and other Services (whether as an individual, entity or organisation) seeking to make available information regarding employment opportunities or openings, on their own or another's behalf. You further agree that "SECTION C Terms that Apply to All Users" also apply. For the avoidance of doubt, where any part of "SECTION B Terms that Apply to Advertisers" conflict with any part of "SECTION C Terms that Apply to All Users", "SECTION B Terms that Apply to Advertisers" shall prevail.

For the purpose of Section B, all references to "you" shall refer to the individual or organisation/entity accessing or using the Website and/or other Services in your capacity as an Advertiser.

7. YOUR ACCOUNT

In order to access the Services and all features and functionality offered therein, you shall be required to register an User Account by creating a login username and password. You agree that you shall be responsible for:-

- (a) the use and security of the username and password;
- (b) providing Cyclopes with the identity and contact details of the representatives who are authorised to access the Advertiser Account on the Advertiser's behalf (**Authorised Personnel**);
- (c) ensuring that the Authorised Personnel's use of the Services or any other use by the Advertiser or on its behalf are in compliance with these Terms of Use;
- (d) any act or omission in respect of the use of your username and password, whether by an Authorised Personnel or any other unauthorised person, and/or any breach of these Terms of Use.

8. YOUR USE OF THE SERVICES

You agree that your User Account is not for personal use and shall only be used for business purposes, namely, to share information regarding the Advertiser and job vacancies on or through the Services to advertise employment opportunities including amongst others, to post job listings on or through the Services and conducting hiring activities.

You agree that you (and not Cyclopes) are solely responsible and liable for your use of the Services including any tools, functions and features offered therein, including without limitation, any content, information and materials that you upload, submit or publish on or through the Services (e.g. in a job listing). You agree and accept that you (and not Cyclopes) are also solely responsible and liable for making all decisions regarding your use of the Services including without limitation in relation to the job description included in any job listing, job requirements and qualifications, compliance with all applicable laws, candidates you interview and who you decide to hire.

We may from time to time offer suggestions, recommendations or information to support or improve your user experience on a purely courtesy basis. However, we shall not be responsible or liable for any actions that you take based on any suggestions, recommendations or information that we have provided to you.

You further agree that you shall comply with all applicable laws and that you shall not violate any laws including without limitation in relation to employment, minimum wage requirements, holiday and leave entitlements, health and safety, data protection, disability and anti-discrimination. Without prejudice to any other rights or remedies, we shall have the right to remove any job listing, or to limit your ability to post any job listings in the future if it appears, at Cyclopes' sole and absolute discretion and view, that a job listing that you have posted or uploaded onto or through the Services does not comply with the applicable laws including without limitation, if the indicated salary does not meet minimum wage requirements. For the avoidance of doubt, you (and not Cyclopes) remain solely responsible and liable for compliance with all applicable laws including without limitation minimum wage requirements, and Cyclopes shall not be responsible or held liable for reviewing any materials that you upload or publish onto the Website or Services.

9. COMMUNICATIONS ON THE WEBSITE AND SERVICES

We may notify you through your User Account, including without limitation in your Mail or Notifications, when a Job Seeker takes certain actions in relation to your job listing, including without limitation when the Job Seeker views, sends, stores or receives communications or materials through the Services, or when the Job Seeker responds to your request to schedule an interview or your offer of employment. Any notifications are provided solely as a courtesy and you should not rely on them.

We do not warrant or guarantee the timely transmission or delivery of any courtesy notices. For example, if you schedule an interview with a Job Seeker through the Website, it is your responsibility to ensure that they know about the interview, e.g. by following up with the Job Seeker. We shall not be responsible, and disclaim all liability, for any loss or damage that may arise from your non-attendance or non-participation at any scheduled interviews, events, activities, seminars / webinars, workshops, courses etc..

We may also send you notifications or messages to your User Account in the Portal regarding our Services including without limitation any new events or other activities or other promotional offers, subject to you providing consent to receiving direct marketing in accordance with our Privacy Policy at <https://www.theyhiredme.com/doc/privacy-policy.pdf>.

We will also notify you of any events, workshops, seminars/webinars, or activities that you have registered for through the Services and of any upcoming scheduled interviews, including without limitation by including them in "Your Schedule", "Upcoming Events", and/or "Calendar". Any notifications are provided solely as a courtesy and you should not rely on them. We do not warrant or guarantee the timely transmission or delivery of any courtesy notices.

We may also notify Jobseekers who have applied to or have indicated interested in job listings that you have posted or uploaded on or through the Services about your activities on the Services, including without limitation when you are online, when you post or upload a new job listing, when you wish to schedule an interview and/or when you wish to make a job offer to a candidate on or through your User Account or Portal. You hereby consent to Cyclopes notifying the Advertiser of your activities.

10. FEES AND PAYMENT

We reserve the right at any time to:-

- (c) charge fees; and
- (d) to vary or amend the terms and conditions which cover such fees, for access to or use of all or some parts of the Website.

Any such changes will be notified to all our users including you via our Website.

C. TERMS THAT APPLY TO ALL USERS

The following Terms apply to all users who access or use the Services (or any part thereof).

11. REGISTRATION

You may be required to register with us by creating a user account ("**User Account**") in order to access certain parts of the Services ("**Portal**"). Where you are required to register:-

- (a) you must provide us with accurate, complete and updated registration information as required by the account registration form;
- (b) you must register the User Account under your real name as shown in your identity documents (if you are an individual), or your real company, entity, business or organisation name as shown in your relevant identification documents;
- (c) you shall keep the details of your registration and User Account maintained with us, including any user name and password which provides you access to the Portal or any particular component thereof secure and confidential. You agree that we shall not be responsible or liable for any unauthorised use of your User Account by any other person. You agree to notify Cyclopes immediately of any unauthorised use and/or access of your User Account;
- (d) you authorise us to assume that any person using the Services, including the Portal, with your user name and password is either you or authorised to act for you. You agree that you are responsible for any and all activity related to the Services and Portal accessed or used via your account.

You also agree to maintain and promptly update any information you provide to us (including but not limited to any personal data) to keep it current, complete and accurate. The personal data you provide to us on the registration form to create your User Account as well as any other personal data that you may upload onto our Website will be dealt with in accordance with our **PRIVACY POLICY** (accessible at <https://www.theyhiredme.com/doc/privacy-policy.pdf>)

12. YOUR USE OF THE SERVICES GENERALLY

You acknowledge that we may add, delete, remove, modify, disable, suspend, discontinue or restrict some or all of the Service (including any Portal for which you are required to register) at our sole discretion without notice to you, and you acknowledge that: (i) you may no longer be able to use the Services (including the Portal) to the same extent, or at all, as prior to such events, and (ii) Cyclopes shall have no liability to you or any third party in such case. You agree that Cyclopes shall not be liable in any event for the addition, deletion, removal, modification, disabling, suspension or restriction of access to or use of any or all of the Services.

You agree that you are solely responsible for all content that you publicly post or privately transmit on or through the Services. Any and all rights (including without limitation to intellectual property rights) in or to the Services (or any part thereof) are and shall remain the exclusive property of Cyclopes.

As a condition of your use of the Service or any part thereof, you agree that you will not:-

- (a) use the Service for any purpose that is unlawful, unauthorised or prohibited by any applicable laws or regulations (whether criminal or civil), policies, terms, conditions, and notices;
- (b) use the Service to transmit, publish, upload, post, circulate or store any material which is unlawful, harmful, threatening, harassing, defamatory, obscene, libellous, discriminatory or is otherwise offensive or objectionable;
- (c) trespass, break into, access, use or attempt to trespass, break into, access or use any other parts of our servers and/or any data areas for which you have not been authorised by us, and/or attempt to circumvent any filtering or security measures or in any way interfere with, interrupt, destroy or limit the proper working or functionality of the Services;
- (d) interfere with or disrupt networks connected to the Services or violate the regulations, policies or procedures of such networks;

- (e) transmit, post or upload any content that contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunication equipment through the Services;
- (f) attempt to gain unauthorised access to any Portal, other User Accounts or passwords, servers, computer systems or networks connected to the Services, through password mining or any other means, or use or launch any automated systems (such as “robots” or “spiders”) to access the Services or any networks, servers or computer systems connected to the Services;
- (g) develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services;
- (h) where you have registered a User Account, directly or indirectly, allow others to use your username or password;
- (i) register for more than one User Account;
- (j) post, publish, transmit, reproduce, distribute or in any way exploit any content obtained through this Website for commercial purposes;
- (k) upload, post, publish, transmit, reproduce, frame or distribute in any way, any component of the Service itself or any content obtained through the Services (all of which are protected by copyright, or other proprietary or intellectual property right), or create derivative works with respect thereto, without our prior written permission;
- (l) transmit, post or upload any content protected by intellectual property laws, rights of privacy or publicity or any other applicable law unless you own or control the rights thereto or have received all necessary consents;
- (m) interfere with another user or registered member's use and enjoyment of the Services;
- (n) disclose information that you do not have consent to disclose, including without limitation confidential information of others (including your employer if you are a Job Seeker, or any job applicants or candidates
- (o) "stalk" or otherwise harass another; or and
- (p) collect or store personal data about other users, or store any content or data from the Website on a server or any other storage device, or create any database by systematically downloading and/or storing any content or data from the Website.

We reserve the rights, without any notice to you, to access your User Account from time to time or to observe and record your access to and use of this Website to determine if you are complying with any applicable laws, regulations, terms and conditions, including without limitation to these Terms of Use. We reserve the right to terminate your use of the Services or any related website for breaching, or in our view suspected breach of, this Agreement including without limitation for violating any of the prohibited uses, or for any other reasons we deem appropriate.

You acquire absolutely no rights or licences in or to the Services other than the limited right to utilise the Services in accordance with the Terms of Use.

13. INTELLECTUAL PROPERTY

The materials made available as part of this Website (including without limitation text, images, layout, designs, pictures, graphics, logos, icons, brands, audio, video clips, illustrations, data compilations, software and other proprietary materials contained on this Service, as well as the arrangement or compilation thereof (collectively, “**Content**”) are owned by us or are licensed by us for limited use, and are protected by copyright, trade marks, patents and/or other proprietary rights and laws. You may not, and you may not procure, assist or facilitate any third party to, copy, download, reproduce, modify, publish, transmit, upload, display, redistribute, store, communicate, commercially exploit, participate in the transfer or sale of, create derivative works of, or in any way disseminate or exploit any of the Content or otherwise infringe the intellectual property rights of any person in using the Services or Content in whole or in part, in any media, without our prior written consent.

You may only download and/or print reasonable extracts or such part of the Content as is expressly permitted to be downloaded, copied and/or printed from this Website for the purpose of using the Website and Services as permitted under these Terms of Use only, provided that you will not modify

the Content in any way. Modification or use of the Content for any other purpose will violate or infringe Cyclopes' and/or our licensors' intellectual property rights.

You have no rights in or to any Content displayed or made available through the Services by us or any third party that are not posted, uploaded, submitted or generated by you, and you will not obtain any right, title or interest in any such materials as a result of your use of the Services or Content or by your downloading or printing. You agree that you will not use the Content in any manner except as expressly permitted under these Terms of Use. For any Content posted, uploaded, submitted or generated by users including without limitation, the contents of Advertisers' job listings and Job Seekers' resume and cover letters, ("**User-Generated Content**"), in respect of your User-Generated Content, you hereby grant us a worldwide, non-exclusive, unconditional, irrevocable, royalty-free, fully transferable, perpetual licence to use, store, publish, publicly display and/or transmit such User-Generated Content for the purpose of use in relation to the Services, to conduct data analytics, to analyse user behaviour on the Services and to generally improve user experience, or for generally marketing our products and/or services in any format or media and on any platform, either now known or hereinafter invented. You agree that you waive your moral rights including without limitation the right to be identified as the author or object to derogatory treatment and we may modify your User-Generated Content at our sole and absolute discretion.

Notwithstanding the foregoing, we are not responsible for any User-Generated Content posted, submitted or transmitted by you or any other user or visitor of the Services. You warrant that your User-Generated Content shall not infringe on any third party rights or any applicable laws, regulations, or terms and conditions and you shall remain solely responsible and liable for them.

In the event you download software from the Services (where permitted), the software, including any files, images, video or other audiovisual works incorporated in or generated by the software, and data accompanying the software (collectively, the "**Software**") are licensed non-exclusively to you by us and/or our licensors. Cyclopes does not transfer title to the Software to you. You may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human-perceivable form.

You further agree that we are free to use, disclose, adopt and modify all and any ideas, concepts, know-how, proposals, suggestions, comments and other communications and information provided by you to us ("**Feedback**") in connection with or on or through the Service without any reference, payment or liability to you. You hereby waive and agree to waive all and any rights and claims including without limitation to any consideration, fees, royalties, charges and/or other payments in relation to our use, disclosure, adoption and/or modification of any or all of your Feedback.

14. VIRTUAL COMMUNICATIONS

We may offer Advertisers and/or Job Seekers the option to participate in virtual communications, including without limitation for attending a remote interview or meeting. Cyclopes or external third party vendors that are engaged by Cyclopes to provide Careers Services may also conduct certain events, workshops, webinars, information sessions, mock interviews, and/or other activities advertised or offered on the Website or Services using virtual communications. Any interviews, meetings, events, workshops, webinars, information sessions or other activity or event that is conducted over virtual communications services will be referred to as "**Virtual Meeting**".

Virtual Meetings may be conducted using audio-visual interface or platforms available on our Website or other Services, or through external platforms such as Zoom, Webex, Google Meet or the Advertiser's internal platforms.

You acknowledge and accept that Cyclopes is not a telecommunication service provider and does not establish or maintain any means of telecommunications or offer a telecommunications service and that Cyclopes only provides the option to communicate via virtual means through services offered by third party providers

We rely on virtual communications services provided by third parties and therefore we do not warrant or guarantee that the services will be free any technical issues, delays or malfunction, or that you will be able to receive, transmit or support such virtual communications. We do not provide any

warranties as to, and should not be held liable for, the quality of any aspect of your experience using these virtual communications services including without limitation the quality of the audio and visual communications and content, data, security or data usage and restrictions. **You agree and accept that Cyclopes shall not be liable for any claims, loss or damage that you may suffer as a result of or arising out of your use of the virtual communications services in connection with our Services.**

Any Virtual Meetings conducted within the Website or Services utilises audio-video platform services created and provided by external third parties. If the Virtual Meeting is conducted on the platform, interface or webpage of the external service provider, you understand and agree that your use of the Virtual Meeting is also subject to the terms and conditions and privacy policy of the relevant external service provider, including without limitation Zoom (<https://zoom.us/>), the terms of which Cyclopes has absolutely no discretion, involvement or control over.

If you are a **Job Seeker**, you understand that Cyclopes does not guarantee the Advertiser's schedule or availability for conducting any interviews via virtual communication means. You also accept and acknowledge that the Advertiser is solely responsible and liable for any and all interview questions, comments, or hiring decisions made. You acknowledge that Advertisers are solely responsible and liable for accommodating to your needs (if any) during virtual interviews such as special accessibility needs.

If you are an **Advertiser**, you agree and accept that Cyclopes is not a party to your virtual interview with the Job Seeker. Advertisers agree that it (and not Cyclopes) shall be solely responsible and liable for meeting any accessibility requests from Job Seekers and complying with all applicable laws.

PLEASE NOTE that Virtual Meetings may be recorded and that we may upload the recording onto our Website as part of our resources for educational purposes. By using the virtual communications services, you agree that the Virtual Meetings may be recorded and that Cyclopes and the third party provider of the virtual communications services can store, retain, access, use, process, analyse and/or upload the recording on our Website or other Services to form part of our educational resources and reference material for registered Job Seekers. If you do not agree to be recorded, you must refrain from attending or participating, and immediately leave the Virtual Meeting.

You further agree that Cyclopes shall not be liable for any claims, loss or damage that you may suffer as a result of or arising out of the recording of the Virtual Meeting or uploading of any Virtual Meetings on the Website or Services, and you agree to release Cyclopes from any and all such claims.

Subject to the terms of our Privacy Policy (at <https://www.theyhiredme.com/doc/privacy-policy.pdf>), you understand that agree that Cyclopes cannot and does not warrant or guarantee, and hence shall not be liable for, the confidentiality or protection of any information or data that you share or transmit while participating in any Virtual Meetings, including without limitation, the audio-visual content, your responses to interview questions, or your image. Cyclopes disclaims all liability for the misuse of any information or data that you share or transmit in the course of participating in any Virtual Meetings.

You further understand and agree that you access, use and participate in the Virtual Meetings at your own risk and that Cyclopes disclaims all liability in relation to, or arising out of, your use of the Virtual Meetings.

15. MONITORING

We do not actively monitor the User-Generated Content submitted, posted, transmitted or sent by users or visitors to, on or through the Services or guarantee the accuracy, integrity, legality or quality of such Content. However, we will consider complaints concerning Content on this Website that is alleged to be infringing or otherwise inappropriate or illegal. It is the complainant's responsibility to submit all relevant information to substantiate its complaint, and to provide us with all information that we may request to support the complaint. Upon receipt of all relevant supporting evidence, we will process and investigate such complaints and will in good faith take appropriate actions, which may

include without limitation to taking down alleged or actual infringing content and materials if we deem appropriate. We do not guarantee that we will take any action in respect of the same if we find it inappropriate, and we shall not be liable for any such actions or inactions in relation to such complaints. Furthermore, we reserve the right to remove or withhold, without warning, any Content or User Generated Content from this Website or any link to any website which we consider appropriate in our sole and absolute discretion.

Any complaints may be addressed to info@cyclopescareer.com or by written correspondence to at Suite 2807, 28/F, Tower 2, Times Square, Causeway Bay, Hong Kong. Any complaint or notice of infringement should contain at least the following information:-

- (a) adequate identification of the work claimed to have been infringed and the owner of such work;
- (b) adequate identification of the material that is claimed to be infringing or to be subject of infringing activity and information reasonably sufficient to permit us to locate the material; and
- (c) the address, contact number or email address of the complaining party.

We reserve the right to amongst others actions, (i) require further information to support the complaint (ii) remove any material which we believe may violate the copyright or other rights of any third party or in breach of any applicable laws, regulations or terms and/or (ii) limit access to or from the Services for any user whom we believe is violating any such rights of others.

16. LINKS AND ADVERTISEMENTS

Our Services may link to other websites or resources which are not maintained by Cyclopes and which are owned and operated by third parties. You acknowledge that Cyclopes has no control over the third-party websites and that we are not responsible for the accuracy, operation of, or content contained in or provided through, any third-party websites (including without limitation sites linked through advertisements or through any search engines) or any links contained in a third-party website, or any changes or updates to such sites, and we do not guarantee that they will be continuously available. We make no representations, warranties or undertakings (whether express or implied) as to the content and materials contained in third party websites. We are providing these links to you only as a convenience, and the inclusion of a link to such website does not imply endorsement by Cyclopes and/or by the Service of the third-party website or any of its contents or any association with its operator. Viewing of any website linked in or through the Service is at your own risk.

Your correspondence or dealings with, or participation in promotions of, third party websites or advertisers on the Service, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party websites and/or advertisers. You agree that we will not be liable or responsible for any loss or damage incurred as a result of any such dealings or as a result of the presence of advertisements contained in the Service.

You may not link to any of the websites in the Service other than www.theyhiredme.com and www.cyclopeseducation.com from another site without our prior written consent. You may not display any of the websites in the Services, or any of the material on such websites, in frames on or within any other website without our written consent.

17. DISCLAIMER

You use the Services and any part thereof, including the Website, any Content or the Portal, at your own risk. You must evaluate, and bear all risks associated with, the use of any Content and/or Services, including reliance on the accuracy, completeness or usefulness of any Content or Services. All information provided on or via the Services is for information and reference purposes only. The content or material on the Services may include factual or technical inaccuracies, typographical errors or outdated information and many such information are obtained from or provided by third parties which we have not control over and no means to verify. Cyclopes may make changes or improvements to the Services and/or Content at any time, but we have no obligation to update, amend or clarify any information on or provided through the Services. Any reliance on the material on

or provided through the Services is at your own risk. You should seek your own independent advice with respect to the Services and any Content.

Everything provided through the Services is provided to you "as is" and "as available" without warranty or condition of any kind, either expressed, implied, statutory or otherwise, including but not limited to, any implied warranties arising from course of dealing or course of performance. We exclude and disclaim all representations and warranties of any kind in connection with or in relation to the Services, the information contained therein and the services provided through the Services to the fullest extent permissible under any applicable law. We do not make any representations or warranties regarding the use of, or the results of the use of, the Services or any part thereof, whether in terms of correctness, completeness, accuracy, reliability, or otherwise. No advice, recommendation or information, whether oral or written, obtained by you from the Service shall create any warranty not expressly made herein.

Without limiting the generality of the foregoing, we endeavour to provide an updated, convenient and functional Service. However, to the fullest extent permissible by applicable law, we make no representations or warranties (express or implied), including without limitation to any representations or warranties as to:-

- (a) the availability of the Services or that your use of the Services will be uninterrupted and error-free, or that defects on the Services will be corrected;
- (b) the accuracy, timeliness, completeness, reliability, adequacy of any information, content or material contained in the Content or provided through the Services or that they are up-to-date, current or error-free;
- (c) the use or exercise of reasonable care and skill in providing or delivering any services on or through the Services or the timeliness of services offered or provided on or through the Services
- (d) the merchantability, standard of quality or fitness for any particular purpose of any products available on or offered through the Services;
- (e) the suitability, appropriateness, reliability, timeliness and accuracy of any information provided by or made available through the Services (or any part thereof). To the extent that any information and content is provided on or through our Services, including but not limited to information provided through Careers Services and/or Careers Content, in relation to Advertisers, industry information and statistics, estimated job salary for a particular job listing, number of applicants to a particular job listing, or the likelihood of being selected for an interview, such information is provided for your reference and information only without warranty as to its accuracy, completeness, availability, timeliness or reliability, and should you should not rely on this information; or
- (f) non-infringement or any third party intellectual property rights.

We do not warrant that the Services or the server that makes it available, will be free of viruses, Trojan horses, worms or any other Malware or other harmful elements. You understand and agree that any content downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that results from the downloading of such content. You (and not Cyclopes) assume the entire cost of all necessary servicing, repair or correction.

Cyclopes will endeavour to employ the necessary security measures to limit access to its databases storing your Resume Information to only the Advertisers and/or their internal authorised personnel. However, Cyclopes does not warrant or guarantee that other parties will not gain access to the databases without Cyclopes' consent. Any Job Seeker may delete, remove or erase their resume, Personal Information or other related information or data from the Services at any time. However, the Job Seeker acknowledges that the Advertisers, and other parties who have otherwise gained access to Cyclopes' databases, may have retained a copy of the Job Seeker's resume, Personal Information and/or related information or data in their own files or database. You agree that Cyclopes shall not responsible or liable for the third party's retention, use, processing, or privacy of such information or data in these instances.

This Service is based in Hong Kong SAR. We make no representations that materials on the Services, including any Content, may be downloaded, viewed, or be appropriate for use outside of

Hong Kong SAR. If you access the Service or the Content from outside Hong Kong SAR, you do so at your own risk. Whether inside or outside of Hong Kong SAR, you are solely responsible for ensuring compliance with the laws of your specific jurisdictions.

You understand and agree that the disclaimers set forth herein apply to all causes of action now known or which may arise in the future.

18. LIMITATION OF LIABILITY

You agree that you will not hold Cyclopes, its subsidiaries, affiliates, their respective officers, directors, employees, agents, suppliers, or licensors (collectively, "**Cyclopes Parties**") responsible or in any way liable for any damages, loss or expenses (including legal fees) caused by the Services or any Content, including, but not limited to, any error, omission, interruption, defect, delay in operation or transmission, failure of performance or computer virus.

To the fullest extent permissible by applicable laws, you agree that you will not hold any Cyclopes Parties liable for any damages, loss or expenses (including legal fees), including without limitation to direct, special, punitive, indirect, incidental or consequential damages that are caused by, arise or result from, or in connection with your access to, reliance on, use of, or the inability to use, the Service or Content even if there is negligence by the Cyclopes Parties or if an authorised representative of the Cyclopes Parties has been advised of the possibility of such damages, or both. The Cyclopes Parties will not be liable for any damages or injury, including but not limited to, direct, special, punitive, indirect, incidental or consequential damages that may result from linking to any third-party website.

The exclusion of liability herein applies regardless of the basis on which such liability arises, whether for breach of contract, in tort (including negligence), in equity, under statute, under an indemnity, for breach of conditions and warranties implied by custom, the general law or statute, in respect of any claims by a third party against you or otherwise and whether or not we are aware or should have been aware of the possibility of such loss or damage.

If a jurisdiction does not allow the exclusion or limitation of liability, but allows a limitation of a certain maximum extent, then the Cyclopes Parties' liability is limited to HK\$500 (Five Hundred Hong Kong dollars) per claim or that extent (whichever is lower). You accept and acknowledge that this amount is reasonable in the circumstances where the Contents/Services are provided including without limitation that they are provided without charge.

19. INDEMNIFICATION

You hereby agree to indemnify in full and on demand, defend and hold harmless Cyclopes and each of its subsidiaries, affiliates and each of their officers, directors, representatives, agents and employees (collectively, the "**Indemnitees**") from and against any and all claims, actions, demands, liability, damages, losses, expenses and other costs (including, without limitation, all legal fees) incurred or suffered by the Indemnitees directly or indirectly in connection with or related to your User-Generated Content or your use of the Services (including without limitation the Website, Content and any Portal and/or any part thereof) unless to the extent it arises from our negligence, or your breach or alleged breach of this Agreement. Cyclopes reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Cyclopes. You shall cooperate as fully as reasonably required in the defence of any claim.

20. LEGAL COMPLIANCE

You shall comply with all applicable laws, statutes, ordinances, regulations, terms, policies and conditions (whether or not having the force of law) ("**Applicable Laws**") regarding your use of the Services. You recognise the global nature of the Internet and you understand that the Applicable Laws may be of a jurisdiction other than your own and you agree that compliance with Applicable Laws is your sole responsibility.

21. TERMINATION

We may terminate your use of and access to any part or all of the Services or any related service(s) at any time with immediate effect without any notice and in our absolute and sole discretion for any reason, including without limitation:

- (a) if you breach or we believe you are in breach or at risk of breach of this Agreement;
- (b) if we are unable to verify or authenticate any information you provide to us;
- (c) if we believe that your actions may give rise to liability of any nature; or
- (d) if we deem your action or use unsuitable or inappropriate.

Upon termination, you must destroy all material obtained from the Services and any copies thereof. If you wish to terminate your use of part or all of the Service, your only recourse is to discontinue the use of the Service.

The following Sections shall survive termination of this Agreement:

CLAUSES 1 (YOUR USE OF THE SERVICES (JOB SEEKERS), 8 (YOUR USE OF THE SERVICES (ADVERTISERS), 12 (YOUR USE OF THE SERVICES GENERALLY), 13 (INTELLECTUAL PROPERTY), 16 (LINKS AND ADVERTISEMENTS), 17 (DISCLAIMER), 18 (LIMITATION OF LIABILITY), 19 (INDEMNIFICATION), 20 (TERMINATION), 21 (GENERAL TERMS) and 25 (THIRD PARTY RIGHTS)

22. MODIFICATIONS TO TERMS OF USE

We reserve the right to update or change this Agreement or our Privacy Policy, or any terms, conditions, rules, statements and/or policies regarding the use of the Services, any products and/or services provided on or through the Services at any time and at our absolute and sole discretion. We will notify you of any updates or changes by posting an updated version thereof on this Website. You are responsible for regularly reviewing the Terms of Use and the applicable terms, conditions, rules, statements and/or policies. Continued use of the Services after any such posting amounts to your conclusive acceptance of such revised Terms of Use and/or other revised terms, conditions, rules, statements and/or policies. If any such revision is unacceptable to you, you must terminate use of the Services immediately. We reserve the right to interpret these Terms of Use and decide on any questions or disputes arising under these Terms of Use. You agree that all such interpretations and decisions shall be final and conclusive, and binding on you as a user of this Website.

23. NOTICES

We will give you any necessary notices by posting them on this Website. You agree:-

- (a) to check the Website for notices; and
- (b) that you will be considered to have received a notice when it is made available to you by posting on the Website or via other means.

You agree that we will also provide notices and messages to you in the following ways:-

- (a) within the Service; or
- (b) sent to the contact information you provided to us when registering for a User Account, e.g. email address, mobile number or physical address). You agree to keep your contact information in your User Account up to date.

24. GENERAL TERMS

24.1 This Agreement constitutes the entire agreement between you and us, and supersedes all prior agreements or communications.

24.2 If any provision of this Agreement is found to be illegal, invalid or otherwise enforceable by any court, that provision shall be severed and deleted and the remaining provision shall survive, remain in full force and effect and continue to be binding and enforceable. The invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement.

- 24.3 No failure or delay by us in exercising any right, power or remedy under this Agreement shall operate as a waiver. No waiver shall be effective against us unless we make it in writing and signed by us or our authorised representative, and no such waiver shall be construed as a waiver in any other or subsequent instance.
- 24.4** By accessing the Services, you agree that any claims, differences, controversies and/or disputes relating to this Agreement and/or the Services, including without limitation to the formation, validity, interpretation, performance, breach, or termination thereof, or any dispute regarding non-contractual obligations arising out of, relating to, any of them or this Agreement (“**Dispute**”) shall be governed by the laws of Hong Kong.
- 24.5 If you are located within the jurisdiction of Hong Kong SAR at the relevant time of using our Services, you agree to submit to the exclusive jurisdiction of the courts of Hong Kong with respect to any claims or legal proceedings that may arise in connection with the Services or Dispute.
- 24.6 If you are located outside the jurisdiction of Hong Kong SAR at the relevant time of using our Services, you agree that in the event of any Dispute, such Dispute shall, at the request of either party by serving on the other party thirty (30) days’ written notice, be referred to and finally resolved by arbitration in Hong Kong, administered by the Hong Kong International Arbitration Centre (the “**HKIAC**”) under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The law of this arbitration and this arbitration clause shall be the laws of Hong Kong. The seat of the arbitration shall be Hong Kong. The arbitration proceedings shall be conducted in English. The number of arbitrators shall be one(1). The parties agree that the decision of the arbitrator shall be final and binding upon the parties.
- 24.7** Nothing in Section 24.6 prevents Cyclopes from seeking the remedies of injunction (including, but not limited to, interim/interlocutory injunctions), specific performance, or other equitable relief for any threatened or actual breach of the terms of this Agreement or in relation to any intellectual property disputes arising out of or in connection with this Agreement from any court of competent jurisdiction, and any such request shall not be deemed or construed as incompatible with the agreement to arbitrate under Clause 24.5 or a waiver of the right to arbitrate. For avoidance of doubt, the arbitral tribunal has the authority and power to grant interim measures, including (without limitation) injunctive relief, whether in the form of an award or in another form.
- 14.8 The English version of these terms and conditions shall prevail over any Chinese version (if any) which is provided for information purposes only.

25. THIRD PARTY RIGHTS

For the provisions of this Agreement that expressly or purports to confer benefit to the Cyclopes Parties and/or the Indemnitees, or any or all of them (as the case may be), each of the Cyclopes Parties and the Indemnitees relies on the benefit and protection of each and all of those provisions, and each of them shall have the right to enforce such applicable provisions.

Except for the Cyclopes Parties and/or the Indemnitees (as the case may be), the Contract (Rights of Third Parties) Ordinance (Cap 623) and/or any other laws on the rights of third parties under contracts in any other applicable jurisdictions (if any) shall not under any circumstances apply to this Agreement, and only you and us shall have any rights under it. Any rights that may be conferred to any third party by this Agreement exclude the right to assign, and their consent is not required to rescind or vary this Agreement.

26. ENQUIRIES

If you have any enquiries relating to the Services, you may contact us by email at info@cyclopescareer.com, or write to us at Suite 2807, 28/F, Tower 2, Times Square, Causeway Bay, Hong Kong.

Last Updated 03 July 2023