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Terms of Use ("Terms")

TERMS OF USE

1 Terms of service

Please read the terms of service (the "**Terms of Service**") set forth below, as they apply to your access and use of our services, , APIs, email notifications, applications buttons and widgets (the "**Services**"), and any information, text, graphics, photos or other materials uploaded, downloaded or appearing on the Services (collectively referred to as the "**Content**"). Your access to and use of the Services signifies your acceptance of these Terms of Service and agreement to be bound by them and any and all other applicable terms referenced herein absolutely.

2 Other applicable terms

2.1 These Terms of Service refer to the additional terms in our Privacy Policy Statement, which also apply to your use of our Services.

2.2 Our Privacy Policy Statement sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Services, you consent to such processing and you warrant that all data provided by you is accurate. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information.

2.3 No information on our Site constitutes labor law advice or legal opinion on any matter in any manner whatsoever. The information on our Site is merely to provide some description of Decode HR and its services.

3 Changes of terms

We may amend the Terms of Service from time to time at our sole discretion without notice or liability to you. By continuing to use the Services following such amendments to the Terms of Service, you agree to be bound by such amendments.

4 Changes to our services

4.1 We make no representations, warranties or guarantees, whether expressed or implied, that our Services or any content on our site is accurate, complete, up-to-date or free from errors or omissions.

5 **Accessing our services**

5.1 We do not guarantee that our Services, or any content, will always be available or be uninterrupted. Access to our Services is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Services without notice. We will not be liable to you if for any reason our Services are unavailable at any time or for any period.

5.2 You are also responsible for ensuring that all persons who access our Services through your internet connection are aware of these Terms of Service and other applicable terms and conditions, and that they comply with them.

6 **Our Intellectual property rights**

6.1 All intellectual property rights subsisting in respect of the Services belong to **Decode HR Pte Ltd** or have been lawfully licensed to **Decode HR Pte Ltd** for use in connection with the Services. All rights under applicable laws are hereby reserved. You are not allowed to upload, post, publish, reproduce, transmit or distribute in any way any component of the website itself or create derivative works with respect thereto, as the website is copyrighted under applicable laws.

6.2 Your feedback and comments are appreciated and any such feedback and comments ("Feedback") shall be and remain the property of ARIELLE LAW CORPORATION. You shall remain responsible for your Feedback, ensuring that such Feedback does not contain any libelous, scandalous, defamatory, abusive or infringing contents, and will fully indemnify ARIELLE LAW CORPORATION for all third party claims (including but not limited to reasonable attorney's fees) howsoever resulting from your Feedback.

7 **Limited liability and warranty**

Please read this section carefully since it limits the liability of **Decode HR Pte Ltd** and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "**Entities of Decode HR Pte Ltd**"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you

7.1 **YOUR ACCESS TO AND USE OF OUR SERVICES IS AT YOUR SOLE RISK AND IS PROVIDED "AS IS", "AS AVAILABLE". THE ENTITIES OF Decode HR Pte Ltd MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED**

OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ON MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 7.2 **No consultant and client's relation is created by your use of the Site, subscription to our mailing list, or submission of any queries through the Site or to our email address or via the telephone number provided on our Site, regardless of whether you are an existing client or otherwise. We have no obligation whatsoever to answer any queries or emails submitted to us.**
- 7.3 **IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE ENTITIES OF Decode HR Pte Ltd EXCEED ONE HUNDRED SINGAPORE DOLLARS (SGD 100).**
- 7.4 The Entities of **Decode HR Pte Ltd** shall not guarantee or assume any responsibility that:
- (a) the information presented in our Services is accurate, adequate, current or reliable, or may be used for any purpose other than for general reference;
 - (b) the information presented in our Services is free of defect, error, omission, virus or anything which may change, erase, add to or damage your software, data or equipment;
 - (c) messages sent through the internet including in connection with the services will be free from interception, corruption, error, delay or loss;
 - (d) access to the Services will be available or be uninterrupted;
 - (e) use of the Services will achieve any particular result; or
 - (f) defects in the Services will be corrected.
- 7.5 Without limiting the generality of the foregoing, in no event will the Entities of **Decode HR Pte Ltd** be liable to you or any other person for any direct, indirect, incidental, special, punitive or consequential loss or damages, including any loss of business, profit, goodwill or reputation arising out of any use, or inability to use, the information or the services, even if any of the Entities of **Decode HR Pte Ltd** has been advised of the possibility of such loss or damages.
- 7.6 You will exercise and rely solely on your own skill and judgment in your use and interpretation of the information and use of the services. You are responsible to ensure that your use of the information and the Services complies with all applicable legal requirements.
- 7.7 The limitation of liability contained in these Terms of Service will apply to the fullest extent permitted by applicable laws.

8 **Content copyright policy**

- 8.1 We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, we will also terminate a user's account if the user is determined to be a repeat infringer.

9 **Use of the services**

- 9.1 We reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of **Decode HR Pte Ltd** its users and the public.

- 9.2 You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, **Decode HR Pte Ltd's** computer systems, or the technical delivery systems of **Decode HR Pte Ltd's** providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to those terms and conditions), (scraping the Services without our prior consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, trojan, worm, logic bomb or other material which is malicious or technologically harmful, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

- 9.3 We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.

10 **Linking to us**

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Services in any website that is not owned by you. We reserve the right to withdraw linking permission without notice.

11 **Third party links and resources in our site**

11.1 The links from the Services may take you to other sites or services and you acknowledge and agree that **Decode HR Pte Ltd** has no responsibility for the accuracy or availability of any Information provided by third parties services and websites.

11.2 Links to other websites and services do not constitute an endorsement by us of such websites or services, or the Information, products, advertising or other materials available made available by such third parties.

12 **Indemnity**

You agree to defend, indemnify and hold us harmless from and against all liabilities, damages, claims, actions, costs and expenses (including without limitation legal fees), in connection with or arising from your breach of any of these Terms of Service and/or your use of the website. We may, if necessary, participate in the defence of any claim or action and any negotiations for settlement. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and on notice to you, to assume exclusive defence and control of any claim or action.

13 **Severance**

The illegality, invalidity or unenforceability of any provision of these Terms of Service under the law of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision.

14 **Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15 **Governing law and jurisdiction**

These Terms of Service shall be governed by the laws of the Republic of Singapore. You agree to submit to the exclusive jurisdiction of the Singapore courts.

16 **Languages**

This agreement is drafted in the English language. If this agreement is translated into any other language, the English language version shall prevail.

Last updated: 22 August 2017