

## Terms Of Use & Conditions for Members

Thank you for signing up for Jobcado, an online service provided and managed by Gruuw Technologies Pte Ltd ("Gruuw"). Jobcado is a matching service to link jobseekers with businesses, with the objective of alleviating the shortage of manpower in Vietnam. Jobcado is delivered to our individual members (the "Applicants") and to businesses (the "Employers") via the Jobcado online web portal at jobcado.com (the "Website"). Applicants apply for jobs posted by Employers on the Jobcado website.

Gruuw neither hires nor provides employees to perform the services required by businesses. We are also not an employment agency that hires individuals to perform services on our behalf. The business function of Gruuw is to operate Jobcado, manage the database of Applicants and Employers and to match suitable candidates with the jobs posted by the Employers.

When registering on Jobcado and prior to using our service, be it either as Applicants or Employers, you should carefully read these terms and conditions for the use of Jobcado (henceforth known as "Terms of Use & Conditions"). This is a prerequisite for the use of Jobcado. Hence by clicking on the "I Agree" button, you acknowledge that you have read and agreed to be bound by these Terms of Use & Conditions. If you do not or cannot agree to these Terms of Use & Conditions, you shall not be allowed to use Jobcado and shall be required to cease the usage of our service immediately.

Henceforth, in order to register and utilize the services provided by Jobcado, you agree to the following provisions in the Terms of Use & Conditions:

### 1. TERMS OF USE

1.1 You are at least 18 years of age as of your calendar year of birth and have the necessary legal capacity, rights, power and authority to agree to these Terms of Use & Conditions.

1.2 You are either a Vietnam citizen or Vietnam Permanent Resident.

1.3 In signing up as a Member of Jobcado, you are accessing and using our services in your own personal capacity and not on behalf of any other third party, and you agree to be bound by these Terms of Use & Conditions.

1.4 Gruuw would review and amend the Terms of Use & Conditions from time to time, without any announcements made to you. You should always review our Terms and Use at the point of creating or applying for a job posting, as any amendments would be effective upon the date of the posting of the revised Terms of Use & Conditions on the Jobcado website and in the mobile application. If you do not agree with the revised Terms of Use & Conditions, you shall be permitted to terminate your account with Jobcado by sending an email to [email], provided that you shall complete the job posting that you have already accepted on Jobcado.

### 2. MEMBER PROFILE

2.1 By registering for Jobcado and creating a new Applicant profile, you acknowledge that all information (including profile photos) provided by you are accurate, truthful, and complete, and that you have only registered and created a new Applicant profile only once for yourself and no other person. When applying for a job posting, you agree that your profile information is up-to-date.

2.2 You will be required to provide all the details requested for at the point of registration. The user name and password that you have selected/are given are strictly non-transferable and cannot be shared with any third parties. You must inform us immediately if you suspect that your account has been breached. Gruuw shall not be liable for any loss or damage arising in connection with any breach of your account and any unauthorized use of your account as a result of such a breach.

2.3 Multiple Applicant profiles and accounts for each person are prohibited, and Gruuw reserves the right to delete and/or block any Applicant profiles and accounts if we have any reason to believe that they have been duplicated and are not unique to a specific Applicant.

2.4 In order to enable the core functionalities of Jobcado's job matching service, you agree to provide access to your profile details to Gruuw and the Employers, and you fully consent to the use of such information for the purpose of enabling functionalities in Jobcado. For more detailed terms on the collection, use and disclosure of the information you will provide to Gruuw, please refer to the "Privacy Policy" provisions below.

### 3. JOB APPLICATION AND COMPLETION

3.1 In order to utilize Jobcado, you would need to log into the Jobcado website.

3.2 In the event that the Employer cancels the Job after the Employer has discussed with the Applicant about the Job, the Employer and Gruuw shall not be liable towards the Applicant for any payment for the cancelled Job, or any other losses, damages, or claims suffered or made by the Applicant in connection with the cancelled Job.

3.3 Gruuw does not have control over the quality, timing or legality of the job postings, and makes no representation or warranties about the suitability, reliability, timeliness or accuracy of the job postings created by the Employers.

### 4. TERMINATION

4.1 Gruuw may terminate your usage or access to Jobcado at any time and at our own discretion, and we may or may not notify you of such termination of your account or access. In the event that your Applicant account has been terminated, please note that you shall (a) no longer be authorized to use or access Jobcado as an individual Applicant, and (b) continue to abide by the Terms of Use & Conditions which survive the termination of your Applicant account.

4.2 You may choose to terminate your Applicant account by sending a mail to [email] and providing the reasons for doing so, and Gruuw will send you an update of the termination of your Applicant account as soon as it has come into effect.

### 5. DISPUTE MANAGEMENT

5.1 It is in Gruuw's interest to ensure that the rights of all the Applicants and Employers are duly observed and protected to the extent permissible by law. In the event of disputes arising between you and an Employer, you shall inform Gruuw immediately within 24 hours of such occurrence. Gruuw will endeavor to use all reasonable means to help mediate and resolve such matters. In the event that the dispute cannot be resolved, you and the Employers hereby agree to submit such dispute to be mediated at the relevant competent authorities for the time being in force. You agree to partake in the mediation and to undertake to abide by any terms of settlement reached.

5.2 Should any dispute, controversy or difference arise between you and Gruuw in relation to the usage of Jobcado and its services or in relation to these Terms of Use & Conditions, we shall in good faith attempt to resolve the dispute. If such dispute remains unresolved within 90 days, you and Gruuw hereby agree to submit the dispute to mediation to be carried out by the relevant competent authorities for the time being in force. You and Gruuw agree to participate in the mediation and undertake to abide by the terms of any settlement reached. Gruuw and you hereby agree to submit the dispute to mediation in good faith and as described in this clause before proceeding with any court proceedings.

### 6. INTELLECTUAL PROPERTY

6.1 All contents (including but not limited to logos, images, graphics, button icons, headers and other components) on the Jobcado website (collectively, the “Content”) are our proprietary property or are used by Gruuw with permission from the proprietary owners. The Content is protected by copyright, trademark rights and other intellectual property rights and intellectual property laws. Gruuw reserves all its intellectual property right in relation to the Content.

6.2 You shall not copy, reproduce, replicate, publish, adapt, edit, extract or create derivative works from the Content.

## 7. ACCEPTABLE USE

7.1 You shall not use the Jobcado website (jobcado.com) in any way which breaches the Terms of Use & Conditions or which infringes our intellectual property rights in connection with the Jobcado website.

7.2 You shall not use the Jobcado website in any manner which is unlawful, illegal, or fraudulent. You shall abide by the rules and instructions set out in the Terms of Use & Conditions, and you shall not participate or collaborate in any activities with the intent to cheat or bypass the rules and instructions of Jobcado and the services provided thereunder.

## 8. INDEMNITY AND LIABILITY

8.1 You hereby agree to indemnify Gruuw against any and all claims, damages, actions, liability, loss, cost, expenses, charges, or payment which Gruuw may be required to pay or incur, be liable for or suffer, as a result of your breach of these Terms of Use & Conditions.

8.2 To the extent permitted under applicable laws, Gruuw shall not be liable for any direct, indirect or consequential loss that you incur, whether in contract, tort, equity or otherwise, in relation to the Contents or your usage of the Jobcado service, Website or mobile application. However, if Gruuw is held to be liable by the Vietnam courts, you agree that Gruuw’s liabilities shall be limited to the terms of the final conclusion of the competent authority.

8.3 To the extent permitted under applicable law, Gruuw shall not be liable for any loss or damages, including personal injury, loss of life, and damage to property, that you or another person may suffer during the hiring process and any activities or events in connection with the job application process. However, if Gruuw is held to be liable by the Vietnam courts, you agree that Gruuw’s liabilities shall be limited to the terms of the final conclusion of the competent authority.

8.4 Some of the contents on Jobcado will be provided either by Employers or other users, such as ratings and feedback. You agree that Gruuw shall not be liable for any inaccuracies or misrepresentation of such contents, and should you come across any such inaccuracies or misrepresentation concerning you, you are to inform Gruuw immediately via the lodging of a formal complaint by writing to [email]. Gruuw will review the complaint and may or may not take the relevant corrective actions as deemed necessary by Gruuw in its absolute discretion.

8.5 By accepting these Terms of Use & Conditions, you have agreed to the indemnity and limitations of liability provided in this Clause 8 and you agree that they are reasonable and shall survive the termination of these Terms of Use & Conditions.

## 9. WARRANTIES AND REPRESENTATION

9.1 The Jobcado service is provided to you on an “as is” and “as available” basis, without any warranties tied to its use. Your usage of the Jobcado Website or any of its content is at your own risk.

9.2 None of Gruuw’s directors, employees, partners, suppliers, contractors, agents and affiliates make any express or implied representation or warranty about the Jobcado service or its contents thereof.

## 10. PRIVACY POLICY

10.1 Gruuw is committed to the protection of the privacy and confidentiality of our Members. We will only use your name and details in the manner set out in this Privacy Policy clause.

10.2 You agree that Gruuw may collect personal data and information from you including the following information: your name, age, date of birth, information on your educational qualifications and institutions of education, previous work experience, your current location as updated on Jobcado website. (collectively, hereinafter known as the "Information").

10.3 You agree that Gruuw may collect, use and/or disclose the Information for the following purposes: (i) to notify you when there are job postings made by businesses (ii) to allow Employers to assess you when they are selecting Applicants for the job application (iii) to facilitate the Jobcado service that is being provided to all Applicants and all Employers and (iv) to carry out marketing campaigns and contests.

10.4 Gruuw will also collect and disclose the Information in order to provide Employers the necessary information when they are selecting the appropriate Applicant for the job application. Employers will take into consideration the Information and your current location, as part of their selection criteria for the job application.

10.5 Gruuw will use the Information to send you promotions, marketing materials and other information about Jobcado. If you do not wish to receive such promotions, marketing materials and information, you may choose to opt out by sending a mail to [email].

10.6 Gruuw may be required to disclose the Information to regulatory, law enforcement or governmental authorities, for the purposes of cooperating with an order, judgement, investigation or request of any nature by such parties. You agree that Gruuw shall not be liable for the disclosure of the Information and you further agree not to take any action against Gruuw for the disclosure of the Information under these circumstances.

10.7 Gruuw may at any time disclose the Information to its agents, advisers and consultants for the purposes of the operation of Gruuw's business and the Jobcado service provided to Applicants and Employers.

10.8 Whilst using the Jobcado Website, you agree that Gruuw may use cookies to collect, use or disclose the Information for user profiling, market analysis and marketing purposes.

10.9 You acknowledge that you have reviewed and agree to the Privacy Policy clause of the Terms of Use & Conditions.

## 11. GENERAL PROVISIONS

11.1 The Terms of Use & Conditions contain the entire agreement between you and Gruuw with respect to your use of the Jobcado website.

11.2 The invalidity or unenforceability of any provision of the Terms of Use & Conditions, or any of its terms or provisions, will not affect the validity of these Terms of Use & Conditions as a whole, which will at all times remain in full force and effect. A failure to enforce any provision of these Terms of Use & Conditions will not constitute a waiver thereof or of any other provision.

11.3 These Terms of Use & Conditions shall be governed by and construed in accordance with the laws of the Socialist Republic of Vietnam and you agree to submit to the non-exclusive jurisdiction of courts of the Socialist Republic of Vietnam.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS OF USE & CONDITIONS AND AGREE THAT MY USE OF THE JOBCADO SERVICE IS AN

ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY THESE TERMS OF USE & CONDITONS.