

Terms and Conditions

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH PEANUT TECHNOLOGY PTE.LTD (“**PEANUTJOB**”) OFFERS YOU (THE “**CUSTOMER**” OR “**CLIENT**” OR “**YOU**” OR “**YOUR**”) AN ACCOUNT (THE “**ACCOUNT**”) FOR USE OF THE PEANUTJOB SERVICES (THE “**SERVICES**”). BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW AS WELL AS THE TERMS AND CONDITIONS PUBLISHED ON THE PEANUTJOB WEBSITE AT WWW.PEANUTJOB.COM (THE “**WEBSITE**”). IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SERVICE. PEANUTJOB MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED AGREEMENT AT THE WEBSITE. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE SERVICE SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

1. THE SERVICE

PEANUTJOB SERVICES allow CLIENTS to register an account on the website, to be subsequently used for creating and managing online

profiles for recruitment purposes. CLIENTS can communicate with one another through the built-in messaging system, which is also integrated with SMS or Email notifications. This functionality is available for selected users.

PEANUTJOB may terminate, change, suspend or discontinue the SERVICES, including the availability of any features of the WEBSITE, at any time. PEANUTJOB may from time to time provide additional services, some of which subject to charges according to the sole discretion of PEANUTJOB.

2. WEBSITE ACCOUNT

(A) By accepting these terms, you confirm that you are capable of entering into a binding agreement. You must accurately complete any subscriber information requested by PEANUTJOB. CLIENTS may periodically receive communications from PEANUTJOB through the PEANUTJOB messaging system when their account is active. CLIENTS may change these communications settings in their account settings or inform PEANUTJOB to do so.

(B) To open an account for usage of the SERVICES, the CLIENT must provide true and accurate information as indicated in the Online Registration Form (<http://www.peanutjob.com/signup>) and shall promptly update such information to keep it true and accurate. For

WEBSITE account services, the CLIENT will choose a username and password. The CLIENT is entirely responsible for the privacy, confidentiality and storage of their username and password. All WEBSITE activities that can be traced to the username of the CLIENT are deemed as having performed by CLIENT. PEANUTJOB does not assume any liability for content of messages or emails sent and is exempt from any claim that may arise from third parties as a result of message or emails sent or received.

You are fully responsible for any charges and liabilities incurred through the use of the SERVICES or Your Account and for any activities conducted through Your Account. In addition, PEANUTJOB may temporarily or permanently disable access to Your Account if reports of unauthorized use are made against Your account. The CLIENT agrees to notify PEANUTJOB immediately of any unauthorized use of the account at support@peanutjob.com.

3. PRIVACY POLICY

See the PEANUTJOB Privacy Policy at the WEBSITE

– www.peanutjob.com

4. USE OF ACCOUNT

(A) You and anyone using Your Account must comply with all applicable laws and regulations in using the SERVICES.

(B) PEANUTJOB does not control the data or information of Your Account. Under no circumstances will PEANUTJOB be liable in any way for any Content, including but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the user of any Content posted, emailed, or otherwise transmitted via the Service.

(C) You agree to not use PEANUTJOB services to provide third party recruitment services, or to facilitate such third party services.

Clients who have created Domestic Worker accounts may not direct employers to third party employment agencies.

(D) You agree that PEANUTJOB has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by the SERVICES. You acknowledge that PEANUTJOB reserves the right to log off or suspend Accounts that are inactive for an extended period of time. You further acknowledge that PEANUTJOB reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

(E) CLIENTS who have created Employer accounts on PEANUTJOB and have hired a worker found through the PEANUTJOB website agree to allow the worker at least 14 days (unless stated otherwise

in employment contract agreed to by the worker) to transfer to another employer if the worker's services are no longer needed. This condition is waived if the employer has allegations of unlawful behavior against the worker through a police report.

(F) CLIENTS who have created Employer accounts and use PEANUTJOB's free service agree to do their own paperwork processing with the Ministry of Manpower(??) and not direct business to a third party employment agency.

(G) CLIENTS who have created Employer accounts agree to only post ads for full time foreign domestic worker jobs in Singapore.

(H) Client agrees that PEANUTJOB may terminate the Client's Account and use of the SERVICES if PEANUTJOB believes Client has in any manner (i) violated the Terms and Conditions of the WEBSITE or any other services offered by PEANUTJOB, (ii) violated this Agreement, (iii) provided PEANUTJOB false, inaccurate or incomplete information, or (iv) violates any applicable law, regulation or rule of any state or country.

5. BILLING AND PAYMENT

You agree to pay all charges that may be required for use of some SERVICES. All charges will be exclusive of Goods and Services Tax ("GST"), sales or other taxes, except as required by law or

where indicated to be inclusive. PEANUTJOB reserves the right to modify its prices, charges or fees, provided that any changes shall be posted on the WEBSITE. You are therefore responsible for reviewing regularly the WEBSITE for information regarding fees and charges as well as changes to pricing. Continued use of or non-termination of the SERVICES shall be deemed to be acceptance of any posted changes in the prices for your use of the Services.

(A) You expressly agree that all charges for payment of the SERVICES are final and non-refundable. You are responsible for all charges resulting from your use of the SERVICES. Once you sign up for the SERVICES and provide a form of payment, PEANUTJOB will not provide you a refund for any charge made on your payments.

(B) PEANUTJOB shall have the right to terminate your account immediately, and you shall have no right to a refund of any service fees or charges, in the event you in any manner violate these Terms and Conditions or the Privacy Policy or any other applicable PEANUTJOB policy, rule or conditions of use. While you may choose to terminate your account voluntarily at any time, you will not have a right to any refund of any service fees or charges.

(C) You may terminate your account at any time by sending an email to support@peanutjob.com.

6. INDEMNITY

You shall indemnify PEANUTJOB against all claims that anyone threatens or makes against PEANUTJOB relating to Your use of SERVICES or due to your breach, negligence or omission.

7. LIMITATION OF LIABILITY

(A) PEANUTJOB' Services and all information, products, and other content (including third party information, products, and content) are provided "as is" and are subject to change at any time.

PEANUTJOB disclaims all representations and warranties (express, implied and statutory, including but not limited to the warranties of merchantability and fitness for a particular purpose, and non-infringement of proprietary rights).

(B) PEANUTJOB shall not be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, unauthorized use, performance or non-performance of PEANUTJOB' Services, even if PEANUTJOB has been advised previously of the possibility of such damages and whether

such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise.

8. GOVERNING LAW

This Agreement shall be governed by and construed in all respects in accordance with the Laws of the Republic of Singapore.

PRIVACY POLICY

As an esteemed customer of PEANUT TECHNOLOY PTE.LTD (“**PEANUTJOB**”), your privacy is important to us. Therefore, we conduct our business in compliance with the Personal Data Protection Act.

We ask that you read this Personal Data Protection Policy carefully as it contains important information about how and why we collect, use and disclose your personal data.

1. Personal information collected

We collect information:

- When you register an account to become an PEANUTJOB user (“User”), such as your phone number, e-mail, and a password.
- When you view and interact with the PEANUTJOB website and also through related links (e.g. third party applications like Facebook). We also collect your IP address, browser type, operating system, mobile carrier, and your ISP, and receive the URLs of sites from which you arrive or leave the PEANUTJOB website.
- Through cookies and other technologies that allow us to recognize you, customize your experience, and possibly serve advertisements on PEANUTJOB.
- When you interact with third party services available through PEANUTJOB like surveys, polls or other third party research undertaken with your consent.

2. Uses of personal information

We use the information you provide to:

- Enable you to share your information and communicate with other Users, or provide your personal details to third parties offering combined services with PEANUTJOB (e.g. when you log into PEANUTJOB using your Facebook account);
- Administer your account with us and customize the service we provide to you and other Users; and to
- Send you service or promotional communications through email and notices on the PEANUTJOB website.
- Connect you to opportunities by enabling other Users to find you on PEANUTJOB.
- Create and distribute advertising relevant to your PEANUTJOB experience.

We do not sell, rent, or otherwise provide personally identifiable information to third parties without your consent except where it is necessary to carry out your instructions (e.g. to process your payment information) or as described in Section 2 of this Privacy Policy.

In response to your job advertisements, we might receive requests for your personal information (e.g work permit number, phone

number, email address). We WILL NOT make this information available to these requestors. PEANUTJOB provides a messaging system through which users can contact one another

Please note that in order to fulfill your requests for paid services (e.g., to pay for PEANUTJOB's services), we share your payment information with our payment processor.

3. Your Information Choices

You can:

- Review, enhance or edit your personal information through your personal profile page (after logging in, [go to Profile -> Edit Profile](#));
- Control the messages you receive from PEANUTJOB and other Users
- Tell us to close your PEANUTJOB account.

4. Your obligations to other Users.

- Do not abuse the PEANUTJOB service by using it to spam, abuse, harass, or otherwise violate the User Agreement or Privacy Policy.
- Do not use the PEANUTJOB service to perform or facilitate third party recruitment.

5. Important information

- If Users have questions or concerns regarding this Privacy Policy, you should first contact PEANUTJOB through the [“Contact Us”](#) link.
- Notice of all changes that materially affect ways in which your personal information may be used or shared will be posted in updates to our Privacy Policy.
- This site uses a tool which collects your requests for pages and passes elements of them to search engines to assist them in indexing this site. We control the configuration of the tool and are responsible for any information sent to the search engines.

6. Security

- Personal information you provide will be secured in accordance with industry standards and technology. Since the internet is not a 100% secure environment, we cannot ensure or warrant the security of any information you transmit to PEANUTJOB. There is no guarantee that information may not be accessed, copied, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

- You are responsible for maintaining the secrecy of your unique password and account information, and for controlling access to your email communications at all times.