

TERMS OF USE

Thanks for using HireQuotient services! www.hirequotient.com ("Site") is a website operated by HireQuotient Technologies Pte. Ltd - ("Company", "we", "our" or "us" or "HireQuotient"), a company registered in whose registered office is at 67 Ayer Rajah Crescent, #02-10/17, Singapore S139950.

Please read these Terms of Use ("Terms") carefully before browsing, accessing and/or using our Site and Service, since it details your rights and responsibilities. These Terms together with other documents as mentioned herein, including the agreement ("Agreement") as executed or maybe executed with Customer regarding the usage of our Services, constitute a legally binding agreement made between you and the Company, concerning accessing, browsing, and/or otherwise using our Services and Site.

"you" / "your" means the entity you represent in accepting these Terms or, if that does not apply, you individually. If you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or such entity to these Terms; (ii) you have read and understood these Terms; and (iii) you agree to these Terms on behalf of the party that you represent. If you don't have the legal authority to bind your employer or the applicable entity please do not click "I agree" (or similar button or checkbox) that is presented to you. PLEASE NOTE THAT IF YOU SIGN UP FOR SERVICE USING AN EMAIL ADDRESS FROM YOUR EMPLOYER OR ANOTHER ENTITY, THEN (A) YOU WILL BE DEEMED TO REPRESENT SUCH PARTY, (B) YOUR CLICK TO ACCEPT WILL BIND YOUR EMPLOYER OR THAT ENTITY TO THESE TERMS, AND (C) THE WORD "YOU" IN THESE TERMS WILL REFER TO YOUR EMPLOYER OR THAT ENTITY.

These Terms are effective as of the date you first click "I agree" (or similar button or checkbox) or use or access Service/Site, whichever is earlier (the "Effective Date"). These Terms do not have to be signed in order to be binding. You indicate your assent to these Terms by clicking "I agree" (or similar button or checkbox) at the time you register for Service.

IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND SERVICE AND MUST DISCONTINUE THE USE IMMEDIATELY.

These Terms read with Agreement govern our Services. These Terms include our policies (including our [Privacy Policy](#)). The Services are not intended for, and should not be used by, anyone under the minimum age required to enter into a contract under the applicable laws in the area in which you reside.

Subject to these Terms, you may access and use the Services for your own business purposes, all in accordance with these Terms and the Agreement. You are responsible for compliance with these Terms by all Users and the activities of all your Candidates. You will provide all required disclosures to and will obtain and maintain all required consents from Users to allow the Company to have the access described in these Terms and our Privacy Policy. You will forthwith provide evidence of such consents upon our request. You shall be provided with the user ID and password for the purpose of accessing the Service. You agree not to share account details with any unauthorised person. You further agree that you will be responsible for maintaining the confidentiality of your account information. You will be liable for all uses of your login information whether or not authorized by you and any losses or damages incurred by the Company or any third party due to someone else using your account. You must require that all Users keep their user IDs and passwords for the Services strictly confidential and do not share such information with any unauthorized person. You are

responsible for any and all actions taken using User accounts and passwords, and you agree to immediately notify us of any unauthorized use of which you become aware. You will not use the Services for any illegal or unauthorized purpose. You must not, in the use of our Services, violate any laws in your jurisdiction. User hereby acknowledge and agrees that they will not and will not allow anyone else to:- use the Service and Site for any purpose that is unlawful and is in violation of local, state, or federal laws or regulations, including for any false, deceptive, misleading, or fraudulent purpose; use the Service and Site in violation to these Terms; infringe the IP, privacy rights, trade secret rights, or any other rights of any party; use the Service in any manner that could interfere with any other party's use of the Service; attempt to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or Site, documentation or data related to the Site and Service in order to develop a competing service; modify or make derivative work based upon the Service, Site and Company's Content; share such Service features or content with third Party which are not available in public domain; or interfere with or disrupt the integrity or performance of the Service or the data contained therein. You provide the Company with rights and required permissions to use your logo for business and marketing purposes.

We collect certain data and information about you and your Candidates in connection with your and your Candidates' use of the Services and otherwise in connection with these Terms. We collect and use all such data and information in accordance with our [Privacy Policy], which you acknowledge. We are always striving to improve the Services. In order to do so, we use analytics techniques to better understand how our Services are being used. For more information on these techniques and the type of data collected, please read our [Privacy Policy].

Nothing in these Terms prevents us from disclosing your data to the extent required by law, subpoenas or court orders.

You and your use of Services (including use by your Candidates) must comply at all times with these Terms, and all applicable laws. You represent and warrant that: (i) you have obtained all necessary rights, releases and permissions to submit all your data and to grant the rights granted to us in these Terms read with Agreement and (ii) your data and its submission and use as you authorize in these Terms read with Agreement will not violate (a) any applicable laws, (b) any third-party intellectual property, privacy, publicity or other rights, or (c) any of your or third-party policies or terms governing your data. Other than our express obligations under our Privacy Policy, we assume no responsibility or liability for your data, and you are solely responsible for your data and the consequences of submitting and using it with the Services. Whenever the term data is used, the same shall include data of any of your Candidates. By accessing our Site and using our Service, the User hereby represent and warrants that:- Candidate are of legal age, i.e., fall within the criteria of the legal age given as per the jurisdiction where they reside, for the purpose of compliance of these terms; all information provided by the User shall remain true, accurate and complete at all times; User have necessary consent, right and authority to enter into, execute and perform its obligation under these Terms; Customer shall use the Service only for internal business purposes, e.g., for the purpose of pre-employment screening of Candidates; Candidate shall use the Service only for the purpose as so authorized by the Customer; there are no claim, litigation or proceedings pending which would have adverse impact on the User to perform its obligation under these Terms; User does not operate or plan to develop a service of pre-employment screening in competition with that of the Company; User complies with all the applicable laws, rules, and regulations.

Services are made available on a limited access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as "purchase" or "sale". We and our licensors have and retain all right, title and interest, including all intellectual property rights, in and to our Technology (including the Services). From time to time, you may choose to submit Feedback to us. We may in connection

with any of our products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in these Terms limits our right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise. Users hereby acknowledge and agree that, the Company is the owner or licensee of all intellectual property rights and Contents embedded or published on the Site and Service including but not limited to the trademarks, service marks, and logos contained therein (the "IP") and such IP are protected by copyright and trademark laws. Except as expressly provided in these Terms, no part of the Site or the Service, including IP, shall be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Subject to these Terms (which shall be deemed to have incorporated our Privacy Policy), Users hereby grant us and our sub-licensees, to the furthest extent and for the maximum duration permitted by applicable law (including in perpetuity if permitted under applicable law) an unrestricted, exclusive, worldwide, royalty-free, irrevocable and sublicensable license to access, process, perform, reproduce, adapt, modify, and use any of your and Candidates' Data for legitimate business purposes. You represent and warrant that you have all the rights, power, consent and authority necessary to grant the rights as mentioned in this section and to comply with these Terms.

These Terms are effective as of the Effective Date and expire on the date of expiration or termination of all Subscription Terms. Either party may terminate these Terms as per the terms set forth in the Agreement. Upon any expiration or termination of these Terms, you must delete (or at our request, return) all Confidential Information or other materials of ours in your possession. You will certify such deletion upon our request. The exercise by us of any remedy, including termination, will be without prejudice to any other remedies we may have under these Terms, Agreement or by law or otherwise. All the provisions which ought to survive any termination or expiration of these Terms read with Agreement shall survive.

The Company reserves the right to change, modify, or remove the contents of the Site and Service at any time or for any reason at our sole discretion. The Company also reserves the right to modify or discontinue all or part of the Service at any time. The Company will not be liable to the User or any third party for any modification, price change, suspension, or discontinuance of the Site or the Service, provided that all our obligations as provided in these Terms and in the Agreement have been fulfilled.

The Company does not guarantee that the Service will be available at all times. The Company may experience hardware, software, or other problems or need to perform maintenance related to the Site and Service, resulting in interruptions, delays, or errors. The Company reserves the right to change, revise, update, suspend, discontinue, or otherwise modify the Site or the Service at any time or for any reason without notice to User. User agrees that the Company have no liability whatsoever for any loss, damage, or inconvenience caused. User inability to access or use the Site or Service during any downtime or discontinuance of the Site or Service. Nothing in these Terms will be construed to obligate us to maintain and support the Site or Service or to supply any corrections, updates, or releases in connection therewith.

User agrees to defend, indemnify and hold harmless the Company and its affiliated companies, vendors' officers, directors, employees, affiliates, subsidiaries, licensors, agents and suppliers from and against all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including attorney's fees) arising from: (i) User's use or misuse of our Service including, any decision made based on our Service; (ii) User's violation and breach of the Terms; (iii) User's violation of any third party rights, including without limitation any privacy right; (iv) any damage of any sort, whether

direct, indirect, special or consequential, User may cause to any third party with relation to the Service; (v) any claims or disputes brought by Candidates arising out of their use of Services and (vi) any violations of any applicable law, rule or regulation by the User or its agents in connection with the Service, including without limitations any violations of any employment laws.

User hereby undertakes to not hold Company liable for any loss, deletion, removal, or failure of delivery of any of User's Content stored with us, whether caused by virus, unauthorised access, malicious attack or otherwise unless such losses are solely attributable to us.

THE SERVICE, AND ALL CONTENT AVAILABLE ON AND THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FUNCTIONALITY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE SERVICE OR USER ACCESS TO ANY CONTENT.

WITHOUT LIMITING OUR EXPRESS OBLIGATIONS IN THESE TERMS, WE DO NOT WARRANT THAT YOUR USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT WE WILL REVIEW YOUR DATA FOR ACCURACY OR THAT WE WILL PRESERVE OR MAINTAIN YOUR DATA WITHOUT LOSS. YOU UNDERSTAND THAT USE OF THE SERVICES NECESSARILY INVOLVES TRANSMISSION OF YOUR DATA OVER NETWORKS THAT WE DO NOT OWN, OPERATE OR CONTROL, AND WE ARE NOT RESPONSIBLE FOR ANY OF YOUR DATA LOST, ALTERED, INTERCEPTED OR STORED ACROSS SUCH NETWORKS. WE CANNOT GUARANTEE THAT OUR SECURITY PROCEDURES WILL BE ERROR-FREE, THAT TRANSMISSIONS OF YOUR DATA WILL ALWAYS BE SECURE OR THAT UNAUTHORIZED THIRD PARTIES WILL NEVER BE ABLE TO DEFEAT OUR SECURITY MEASURES OR THOSE OF OUR THIRD PARTY SERVICE PROVIDERS. WE WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OUR REASONABLE CONTROL. YOU MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

TO THE EXTENT PERMITTED BY LAW, OUR TOTAL AND AGGREGATED LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES PROVIDED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL EXCEED 10% OF THE AMOUNTS ACTUALLY PAID BY CUSTOMER UNDER THE APPLICABLE AGREEMENT IN ONE MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. IN NO EVENT WE SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO ACCESS OR USE, OR USER INABILITY TO ACCESS, OR USE, THE SERVICE, ANY CONTENT MADE AVAILABLE THROUGH THE SERVICE EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. OUR LIABILITY OBLIGATIONS DO NOT APPLY: (I) TO UNAUTHORIZED USE OF SERVICES; OR (II) TO ANY CLAIM ARISING AS A RESULT OF CIRCUMSTANCES COVERED BY YOUR INDEMNIFICATION OBLIGATIONS. THIS SECTION STATES OUR

SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY IN CONNECTION WITH ANY SERVICE OR OTHER ITEMS WE PROVIDE UNDER THESE TERMS AND THE AGREEMENT.

We have a right to identify you as our customer in our promotional materials. We will promptly stop doing so upon your request sent to privacy@hirequotient.com

These Terms will be governed by and construed in accordance with the applicable laws of Singapore without giving effect to the principles of conflicts of laws. Each party irrevocably submits to the sole and exclusive jurisdiction of the courts in Singapore generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Notwithstanding the foregoing provisions, nothing in these Terms will prevent us from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

By using the Service, User consents to receiving electronic communications from us. These communications may include notices about Customer's account and information concerning or related to the Service. User agrees that any notices, agreements, disclosures, or other communications that the Company sends to the User electronically will satisfy any legal communication requirements, including that such communications be in writing.

User agree that the Company will not responsible for anything that the Company may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, lock-down, epidemic, pandemic, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal disruption, communication disruption, unavailability of payment processors, failure or shortage of infrastructure, or any other event beyond our control.

User may not assign their rights and/or obligations under these Terms to any other party without our prior written consent. Company may assign their rights and/or obligations under these Terms to any other party at Company's own discretion.

Subject to the Privacy Policy and these Terms, the receiving party shall keep Confidential Information and proprietary information and data received from the disclosing party in strict confidence and shall not disclose it to any third parties except to a limited group of receiving party's directors, officers, agents, authorized representatives on a need-to-know basis. Upon request by the disclosing party, the receiving party shall immediately return to the disclosing party or destroy, all Confidential Information disclosed by the disclosing party and all copies thereof. All such information shall be and shall remain the sole property of the disclosing party. The confidentiality obligations stated herein shall survive for a period of one (1) year from the date of termination or expiration of this Agreement. Notwithstanding anything to the contrary contained under this Agreement, the obligations relating to the Confidential Information containing trade secrets shall survive the lapse or termination of this Agreement. The receiving party agrees that any violation of the confidentiality obligations will cause irreparable injury to the disclosing party, entitling disclosing party to obtain injunctive relief in addition to all legal remedies.

Subject to the Privacy Policy and these Terms, (a) each party agrees that all information that is disclosed, by one party ("Discloser") to the other Party (the "Recipient"), shall be considered confidential information of the Discloser (the "Confidential Information"). Company's Confidential Information shall include, without limitation, any task, questionnaire, any challenge, and statements and information on the Site (including test sessions and test session results). Users hereby agree not to use the Confidential Information except for the purpose of performing its obligations and exercising its rights under these Terms of Service. User agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the

Discloser. Without limiting the foregoing, User shall implement at least those protections for Confidential Information of the Discloser that Recipient takes to protect its own confidential information. User agrees not to disclose any Confidential Information of Discloser to third parties or to employees of User, except that User may allow access to the Confidential Information of Discloser to those of its consultants, service providers, advisors, employees or other authorized representatives who are required to have the Confidential Information of Discloser to perform User's obligations under these Terms of Service, provided, however, that such consultants, service providers, advisors, employees or other authorized representatives have signed or are otherwise subject to an agreement imposing upon such person restrictions on use and disclosure of the Discloser's Confidential Information that are at least as restrictive as those in these Terms of Service, prior to any disclosure of Discloser's Information to such person. User shall not reverse engineer, disassemble, decompile, or determine the composition of any prototypes, software or other tangible objects that embody any Confidential Information of Discloser and that are provided to User hereunder. User shall not make any copies of Confidential Information of Discloser unless the same are previously approved in writing by Discloser. The foregoing restrictions shall not apply to Confidential Information of Discloser that Recipient can establish: (i) was publicly known or made generally available in the public domain prior to the time of disclosure to Recipient by Discloser; (ii) becomes publicly known or made generally available after disclosure to Recipient by Discloser through no action or inaction of Recipient; (iii) is in the possession of Recipient, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure; or (iv) is obtained by the Recipient from a third party without a breach of any obligations of confidentiality and not under confidentiality obligations. Notwithstanding the foregoing, the Recipient may disclose the Confidential Information of the Discloser to the extent required by an applicable court order or by law; provided, however, that the Recipient that is so required to disclose the Confidential Information of the Discloser shall, when possible, give the Discloser reasonable advance notice of such disclosure and use reasonable efforts to secure confidential treatment of such Information (whether through protective order or otherwise).

The Company may change this Terms from time to time and at our sole discretion with notice. Changes to this Terms are effective when they are posted on this page. The Company encourages User to frequently check and review our Terms to stay informed. Users continued use of this site after any change in these Terms will constitute the acceptance of such change. If User disagrees with any changes to these Terms, then User will need to stop using Service.

Any failure to enforce any rights granted hereunder or to take action in the event of any breach of these Terms shall not be deemed a waiver by the Company as to subsequent enforcement of rights or subsequent actions in the event of future breaches. All waivers must be in writing, and any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

Any provision of these Terms declared invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability, without causing invalidity or unenforceability of the remaining terms or provisions of these Terms.

Certain capitalized terms are defined in these Terms and others shall have meaning ascribed herein below.

"Candidate" means the individual(s) person referred by you for the purpose of pre-employment screening;

"Candidate Data" shall mean materials, information, data, content including test response, its metadata and audio & video response of the Candidate, that is recorded while using the service;

“Content” means source code, databases, functionality, software, website designs, audio, video, text, photographs, graphics, questions, and test results, provided by the Company in relation with the Site or the Service;

“Our Technology” means the Services, their “look and feel”, any and all related or underlying technology and any modifications or derivative works of the foregoing, including as they may incorporate Feedback.

“Feedback” means comments, questions, ideas, suggestions or other feedback relating to the Services.

“Service(s)” refers to the Company’s products and services;

“Subscription Term” means your permitted subscription period for Services, as set forth in the Agreement.

“User” shall mean you and/or the Candidate;