

SATELLITE TEAMS, INC.
TERMS OF USE (CANDIDATES)
UPDATED AS OF JUNE 12, 2023

ABOUT US

We, Satellite Teams Inc. (Satellite Teams), are an entity, lawfully organized by virtue and in accordance with the law, engaged in the business of providing back-office support and export-oriented services to various companies outside the Philippines, including, but not limited to, customer service, account management, software development relating to I.T.-based business solutions and support services, and in doing all acts and things necessary or incidental for the attainment of the above purposes. In the conduct of the foregoing activities, we act solely as an independent contractor and nothing contained herein shall be construed to create the relationship of principal and agent, employer and employee, parent and subsidiary, or joint venture.

PREFACE

This document presents the terms and conditions and the rights and obligations appurtenant to the use of our mobile application. Your consent to this entire document and voluntary access to the mobile application shall be regarded as our binding agreement. It is noteworthy that the contents and substance of this document shall prevail over any other contract that you have with Satellite Teams, Inc. It is our reserved right to update the provisions and stipulations written in this document at any time for the purpose of maintaining their alignment and compliance with the municipal laws or other international treaties. The updates in the Terms of Use shall be properly communicated to you via email for your information and consideration. Should you find the same unacceptable, you may discontinue the use and access to our mobile application. Otherwise, if you remain registered and maintain your profile in our mobile application, the same shall be deemed as your consensual decision to be bound by the conditions thereof.

PURPOSE AND OBJECTIVE OF THE MOBILE APPLICATION

We are in the business of searching for qualified and dedicated individuals whom we can employ to occupy vacant positions required by our partner-clients. Through this mobile application, we can make our job requirements available to any jobseeker using the same. You will be given personal and exclusive access to navigate, explore, and use our mobile application if you meet our minimum qualifications and utilize the same for the objective and purpose for which this mobile application has been developed. As such, it is

acknowledged and understood that your privilege to use the same shall automatically be withdrawn on the ground of non-compliance with the Terms of Use.

CAPACITY TO REGISTER

The mobile application requires that you are at least 16 years of age at the time of your registration. It is agreed that during the process, any information that you divulge and disclose for this purpose is true and correct to the best of your knowledge. Any changes to the personal details submitted should immediately be communicated to us for proper updating of the current records that we have in our database.

EXCLUSIVE REGISTRATION

Exclusive login credentials and password are required to be created when you register with our mobile application. To prevent undue access to your personal account, these details should not be shared with anyone and must be kept in strictest confidence. If you suspect that this security has been breached, it is best that you inform us immediately for us to facilitate a quick login credentials change. Nevertheless, we require a regular change of security password to ensure the full integrity of your account.

RESTRICTION

While you will be allowed exclusive registration and navigation to our mobile application, you will not, however, be afforded an unbridled discretion to use the same in order to, including but not limited to, duplicate our job postings and use them for fraudulent purposes, link the application to other sites without our consent, or to resell or assign your rights and obligations under these terms to another for unauthorized commercial arrangement among others. We reserve the right to institute any appropriate actions against any individuals who will deliberately violate this policy and put our business interests at a disadvantage.

DISCLAIMERS

We shall not be liable for any loss of information caused by any interruption, suspension, or termination of our mobile application. As such, you acknowledge and agree that it is not our policy to exercise editorial control over any data or contents of any emails or postings which may be made available or transmitted to or from a third party through our mobile application.

We do not guarantee the accuracy or reliability of the contents provided by the users of our mobile application or any other communications they express. As such, you acknowledge that your use of such material will be at your own risk.

CREATION OF PERSONAL PROFILE AND SUBMISSION OF RESUME

When you create your personal profile and submit your resume through our mobile application, it is understood and acknowledged that you are authorizing us to make your profile and resume available to anyone whom we have given access to search the same. Here you will be able to submit your email address, mobile number, current job experience, educational background, expected salary and other benefits, and a copy of your raw resume. Similarly, you will be allowed to access the mobile application's language assessment testing and pitch recording features which can help you increase the value of your profile and present your application to potential employers. By default, the initial creation and submission of personal profile shall be searchable to authorized parties except when you choose to set it otherwise. For your information, notwithstanding your privacy settings, third parties who may have gained access to your profile may be able use the same for other purposes. As such, it is also important that you always check and verify their respective privacy agreement for your protection.

ASSESSMENT

As a value-added feature of our mobile application, we are introducing the Language Assessment Tool to measure our registrants' language proficiency. This assessment shall only evaluate a particular skill and will not, in any way, reflect on his or her qualification for a particular job that he or she is applying for. By using our Language Assessment Tool, you hereby accept that the usefulness of the same depends on the confidentiality of its contents and acknowledge that the same, for this purpose, shall be kept in strictest confidence.

ENTIRE AGREEMENT

This Agreement comprises the entire understanding between the Parties and supersedes any previous communications, representations, or agreements, whether oral or written. No modification of this Agreement shall be valid or binding on either Party unless written and signed by an authorized representative of each Party.

INDEMNITY

By using this mobile application, it is understood that you agree to defend, indemnify, and hold harmless Satellite Teams, Inc., its affiliate, and their respective officers, directors, employees, and agents from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, resulting from any user content or other material that you provide to our mobile application, your use of the same, or your breach of the conditions and parameters set forth in this Terms of Use.

SEVERABILITY

All rights and restrictions contained in these Terms of Use shall be applicable and binding provided that no applicable laws will be violated. Should any provision or portion thereof

be held illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall treat the remaining clauses to be in full force and effect.

RIGHT TO LEGAL REPRESENTATION

It is understood that you have read this Agreement and understood that this is an important legal document. As such, you affirm that you have been advised of the right to seek independent legal counsel in connection with the negotiation and execution of this Agreement.

AUTHORITY TO USE THE PERSONAL INFORMATION SUBMITTED

We warrant that we do not have ownership over any data or information that you submit. It is your sole responsibility to ensure the accuracy and legality of the same. As such, we reserve the right to disallow any submission or information that, in our assessment, shall violate our corporate policies and to, subsequently, suspend the user's account by reason thereof.

CORRECTION OF INACCURATE INFORMATION

We reserve the right to correct errors found in any of the provisions of the Terms of Use and to, accordingly, amend the same, without prior notice, to keep and maintain the same compliant with legal and jurisdictional requirements. We oblige to perform regular back up of the platform and content in order to ensure completeness and accuracy of the information contained in this Platform. It is our duty to troubleshoot hardware failure or data loss and to restore back up automatically to alleviate the impact of consequent downtime.

PROHIBITED USES

In addition to any other terms agreed to, you are prohibited from using the platform, content, or services: a) for any unlawful or illegal purpose; b) to solicit others to perform or participate in any unlawful acts; c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, race, age, national origin, or disability; f) to submit false or misleading information; g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the service or of any related website, other websites, or the internet; h) to collect or track the personal information of others; i) to spam, phish, pharm, pretext, spider, crawl, or scrape; j) for any obscene or immoral purpose; or k) to interfere with or circumvent the security features of the services and platform or any related website, other websites, or the internet. We reserve the right to terminate or suspend your use of the platform, the services, or any related website for violating any of the prohibited uses unconditionally.

CHANGES AND AMENDMENTS

We reserve the right to modify the terms and conditions for the use of this application at any time. Continued use of the same notwithstanding such changes and amendments shall constitute your consent thereto.

GOVERNING LAW AND JURISDICTION

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of, and exclusive jurisdiction shall be in, the state or federal courts of the State of Delaware. The parties hereby consent and submit to the personal jurisdiction and venue of the state and federal courts of the State of Delaware and waive all rights to assert lack of jurisdiction, forum non-convenience, improper venue, or any other jurisdiction or venue-related defense or objection.

ACCEPTANCE OF THESE TERMS

You acknowledge that you have read the foregoing terms and conditions for the use of our application. By using the same, you agree to be bound by our policies. Otherwise, you shall not be authorized to use or access the application and its services.

CONTACT US

If you disagree with any of the provisions set forth herein, please do not proceed with the registration process. For any of your concerns or queries, do not hesitate to contact us at info@satelliteteams.com for immediate assistance.