

CANDIDATE TERMS AND CONDITIONS

Please read the following Terms and Conditions carefully as these provisions govern the submission of your resume to the Principal, use of the job search service on our Website and your application in respect of any jobs advertised on our Website and to third party job portals under our Satellite Teams account or any of our affiliates.

If you are below 18 years old, please obtain written consent from your parents or legal guardian before submitting an application.

1. Parties

1.1 This Agreement is made by and between:

- (a) **Spectrum Solutions BPO Inc.**, a company organized and existing under and by virtue of the laws of the Philippines and with principal place of business at 30F Salcedo Village, RCBC Plaza, H.V. Dela Costa, Ayala Avenue, Bel-Air, Makati City, Philippines 1209, operating under the name and style of **"Satellite Teams;"**
- (b) The individual whose details are set out in the Candidate Registration Form, annex 1 herein;

1.2 In addition to this Agreement, the Candidate shall be subject to the following:

- (a) Website Terms governing the access and use of the Website; and
- (b) Privacy Policy governing the collection, use and dissemination of personal information by the Provider

By applying to become, or by becoming a Candidate, the Candidate agrees to be bound by this Agreement and all of the documents listed in Clause 1.2 as they may apply to the Candidate.

2. Definitions and Interpretation

2.1 In this Agreement, the following terms shall have the following meanings:

- (a) Account means the individual account designated by Satellite Teams as the Candidate's account on the Website for the purposes of managing, administering and operating the Candidate's profile and resume on the Website;
- (b) Confidential Information means:
 - (i) all intellectual property rights, trade secrets, each party's business, products and services, finances, customer names, sales figures, employee details, pricing methodologies, and any other information relating to each party's internal operations, plans, policies, and practices and transactions in whatever media;

(ii) other information identified in writing as confidential by either party; and
(iii) translations, enhancements, corrections, modifications, derivative works, copies, forms, embodiments and additions of and any of the foregoing;

(c) Force Majeure Event means any event or circumstance or combination of events and circumstances which is: (i) beyond the control of Satellite Teams and is not a risk for which the Satellite Teams is responsible for under this Agreement; and (ii) cannot, or the effects of which cannot, be prevented, overcome or remedied by the exercise by Satellite Teams of a standard of care and diligence expected;

(e) Insolvent means, with respect to a party: (i) it is (or states that it is) insolvent; (ii) it is in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration or wound up or has had a receiver appointed to any part of its property; (iii) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved (other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other party); (iv) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed), resolution passed, proposal put forward, or any other action taken, in each case in connection with the party, which is preparatory to or could result in any of the circumstances detailed in any of paragraphs (i), (ii) and (iii); (v) it is taken to have failed to comply with a statutory demand; (vi) it is otherwise unable to pay its debts when they fall due; (vii) it is (or states that it is) bankrupt; or (viii) something having a substantially similar effect to any of the circumstances detailed in any of paragraphs (i) to (vii) above happens in connection with the Candidate under the law of any jurisdiction;

(f) Job Advertisement means any and all job advertisements created, uploaded and displayed on the Website;

(g) Recruitment Services mean any and all services supplied by Satellite Teams to the Candidate under this Agreement;

(h) Registration Form means the online candidate registration form used by the Candidate in respect of its application to register as a Candidate on the Website;

(i) Resume Database means the database comprising resumes submitted by Candidates to the Website;

(j) Website means www.satelliteteams.com, or any third party job portal used by Satellite Teams for its job advertisements;

(k) Works mean any texts, names, logos, trademarks, designs, techniques, concepts, images, illustrations, drawings, reports, specifications, calculations and other documents or materials or any derivative works thereof.

3. Services

3.1 The Recruitment Services offered by Satellite Teams comprise the following:

(a) Non-Employment Agency Services: (i) provision of access to, and use of, the Resume Database to upload the Candidate's resume; (ii) provision of browsing and search facilities in respect of vacant job positions advertised by prospective employers or by Satellite Teams on behalf of prospective employers; (iii) provision of online interview portal for interviews with prospective employers by way of telephone or web conference; (iv) provision of an Account for the purposes of: a. updating details contained in the applicable Registration Form; and b. uploading, revising and updating resumes submitted to the Resume Database; and

(b) Employment Agency Services: (i) receiving job applications from the Candidate submitted in response to Job Advertisements; (ii) conducting an initial interview with the Candidate in respect of job positions applied for; (iii) conducting reference and clearance checks on the Candidate; and (iv) arranging for interview times and dates with the prospective employer.

4. Conditions of Use – General

4.1 The Candidate acknowledges and agrees that in agreeing to use, or in using the Recruitment Services, Satellite Teams makes no representation or warranty as to merchantability or fitness for a particular purpose, including any representation or warranty that the Recruitment Services:

(a) will be uninterrupted or error free;

(b) will meet the Candidate's requirements, including, without limitation:

(i) any requirements relating to access, use and/or operation of the Recruitment Services supplied to the Candidate;

(ii) any requirements relating to the uploading and listing of the Candidate's resume on the Resume Database;

(iii) any requirements relating to results, or lack of results thereof, in respect of job opportunities offered through or in connection with Job Advertisements displayed on the Website; and

(iv) any requirements relating to the use, or lack of use, of the Employment Agency Services supplied by the Provider; and

(c) will be free from external intruders (hackers), virus or worm attack, denial of service attack, or other persons having unauthorised access to the Candidatship Services or the Website.

4.2 The Candidate further acknowledges and agrees that in agreeing to use, or in using the Recruitment Services:

(a) scheduled and/or unscheduled Website maintenance may be required to be performed by Satellite Teams or a third party supplier from time to time and such maintenance may necessitate the Website to be placed offline for a certain duration and the Website or any Recruitment Services thereof may accordingly be inaccessible by the Candidate and any other persons, including prospective employers;

(b) Satellite Teams may, in its absolute discretion, upgrade, revise or change any or all parts of the Website, including any Recruitment Services thereof, or may migrate the Website from one host system to another, at any time and from time to time. Satellite Teams shall not be liable whatsoever for any loss or damage resulting from such upgrade, revision, change or migration and Satellite Teams shall not take any responsibility for any Website or Recruitment Services failure resulting from the same;

(c) Satellite Teams may, but shall not be obliged to, archive resumes uploaded on Resume Database using backup mechanisms on a regular basis for the purposes of disaster recovery and in the event of equipment failure or data corruption, Satellite Teams may restore the content of all resumes from its last known working archive. Notwithstanding the aforesaid, the Candidate acknowledges and agrees that:

(i) it is the sole responsibility of the Candidate to maintain current copies of all resumes prepared and uploaded by the Candidate;

(ii) in the event of corruption of data maintained by Satellite Teams or in the event of Satellite Teams uploading an old archive, the Candidate has the sole responsibility of uploading its current copies on to the Resume Database;

(iii) Satellite Teams shall not be liable whatsoever for any incomplete, out-of-date, corrupt or otherwise deficient resumes recovered from the backups;

(d) all Job Advertisements displayed on the Website are posted by prospective employers or by Satellite Teams for prospective employers based on information supplied by the same. The Candidate acknowledges and agrees that such Job Advertisements are shown on an “as-is” basis only and may be subject to change without notice or may be incomplete or out-of-date. To the maximum extent permitted by law, under no circumstances will Satellite Teams be liable in any way for any Job Advertisements, including, but not limited to, any errors or omissions in any such Job Advertisements, or for any loss or damage of any kind incurred as a result of job opportunities, or non-opportunities, created by the Job Advertisements. The Candidate is not entitled to rely and/or act upon any Job Advertisements and/or use them as a basis for any cause of action in law or otherwise;

4.3 In creating, uploading, posting, transmitting or making available in any other way any resumes, including any photographs, images or videos thereof, on the Resume Database or any other parts of the Website, the Candidate agrees and warrants that:

(a) it must conduct such tests and computer virus scanning as may be necessary to ensure that any and all resumes uploaded do not contain any computer virus and will not in any way, corrupt the data or systems of Satellite Teams or any other persons;

(b) it shall not create, upload, post, transmit or otherwise make available:

- (i) any resumes that contains inaccurate, misleading or otherwise deceptive statements or claims, particularly in respect of experiences, qualifications and/or skills;
- (ii) any resumes that is unlawful, harmful, threatening, abusive, harassing, tortuous, discriminatory, defamatory, pornographic, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (iii) any information in resumes that the Candidate does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- (iv) any information, text, illustration or image in resumes that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any other persons;
- (v) any resumes comprising illegal advertising or promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unlawful solicitation;
- (vi) any resumes containing software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (vii) any resumes that belongs to another individual and not that of the Candidate, or any resumes that appears to be from separate individuals holding separate Accounts on the Website;

c) all resumes of the Candidate on the Resume Database may be made available to, and viewed by, prospective employers;

(d) unless consent is otherwise withdrawn by the Candidate in accordance with the opt-out provision of the Privacy Policy, Satellite Teams may retain all information supplied by the Candidate in a resume and/or any other information supplied in the Candidate's Registration Form or otherwise made available to Satellite Teams for disclosure and relevant use by such subscription members. Satellite Teams shall not be liable to the Candidate in any way whatsoever in respect of any loss or damage arising directly or indirectly from the Candidate's failure to inform Satellite Teams of its particular preferences where disclosure or non-disclosure of information to, and use or non-use of information by, a subscription member, are concerned.

5. Conditions of Use

The Candidate acknowledges and agrees that in agreeing to use, or in using the Employment Agency Services:

(a) Satellite Teams is subject to laws and regulations governing the conduct of Satellite Teams as an employment agency, including in particular, the Labour Code of the Philippines, and all other applicable laws as amended. Accordingly, the Candidate authorises Satellite Teams to:

- (i) obtain sufficient information to review suitability of the Candidate for a particular job position;
- (ii) review experience, qualifications and skills of the Candidate;
- (iii) obtain medical declaration, police clearance and at least 2 references from suitable referees; and
- (iv) obtain written consent from parents or legal guardians of a Candidate who is aged below 18 years old;

(b) the Candidate:

(i) must at all times act in good faith and supply only true, accurate and complete information to Satellite Teams, including, without limitation:

- a. any information contained in the Candidate's Registration Form and any resumes uploaded onto the Resume Database or otherwise provided to Satellite Teams;
- b. any information necessary for Satellite Teams and/or any prospective employer to determine the suitability of the Candidate for a particular job position; and
- c. any information which may result in the interests of a prospective employer being affected in any way, including information relating to:

- (I) the Candidate's health or ability to perform work efficiently or otherwise;
- (II) charges for criminal offences or undischarged criminal convictions; and
- (III) details of extended periods of illness taken during the year preceding Registration Date and whether such illness or any matters relating to the illness are likely to reoccur; (ii) must immediately update the Candidate's Registration Form or profile or resume through the Account upon the occurrence of any changes to the same; (iii) must respond immediately to requests for information a) and for interview times and dates, and to comply with all reasonable instructions from Satellite Teams regarding interviews with prospective employers; (iv) if the Candidate is offered employment in any capacity, whether as a permanent or temporary employee or on a contract basis or otherwise,

within twelve (12) calendar months of the date of the first interview conducted by the prospective employer with the Candidate, the Candidate must immediately notify Satellite Teams of the offer and its intention to accept or decline the said offer, and to provide details of remuneration agreed upon between the prospective employer and the Candidate; (v) must not provide contact details to any prospective employer and may only communicate directly with the prospective employer upon prior written approval of Satellite Teams; (vi) must notify Satellite Teams if it receives an offer of engagement or employment by other entities introduced by a prospective employer, whether or not such entity represents the prospective employer's subsidiary, related entity, associate or otherwise; (vii) must immediately inform Satellite Teams if the Candidate no longer wishes to remain on the Resume Database or requires Satellite Teams to delete the Candidate's Registration Form by serving on Satellite Teams a cancellation notice.

- (c) Satellite Teams shall use reasonable endeavours to look for suitable vacant job positions for the Candidate based on the Candidate's experience, qualifications and skills and to arrange for interviews with prospective employers. Notwithstanding the aforesaid, Satellite Teams cannot guarantee the supply of suitable vacant job positions and/or interviews and the Candidate acknowledges and agrees that no representation or warranty has been given by Satellite Teams in respect of such supply. Accordingly, the Candidate bears the sole responsibility to:

- (i) determine the suitability of the job position based on its own judgment and discretion;
 - (ii) ensure that all information displayed on the Website, including all information contained in any Job Advertisement, is verified with the prospective employer;
 - (iii) request for further information from the prospective employer where necessary;
 - and (iv) review and/or cause any letter of offer or contract of employment received by the Candidate to be reviewed by the Candidate's legal advisor, to ensure that such letter of offer or contract of employment reflects the Candidate's understanding of the job position and its benefits and obligations thereof;
- (d) Satellite Teams may, at any time, withdraw the Candidate from consideration of a job position with a prospective employer at its sole discretion if Satellite Teams is of the opinion that such withdrawal is necessary to protect the Candidate's personal, financial or other interests or if the Candidate breached any of its obligations under this Agreement.

6. **Limitation of Liability**

6.1 To the fullest extent permitted by law, neither Satellite Teams nor its employees, officers, contractors, affiliates, related entities and other partners shall be liable for any indirect or consequential loss or damages arising out of or in connection with this Agreement, the Recruitment services or any results achieved or unachieved.

6.2 The Candidate agrees to fully indemnify, defend and hold Satellite Teams, its employees, officers, contractors, affiliates, related entities and other partners, harmless from any and all claims or demands, liabilities, damages, losses, costs, and expenses including reasonable legal fees made by any third party due to or arising out of this Agreement.

7. **Candidates General Warranties**

The Candidate hereby represented and warrants that:

- (a) The Candidate is duly authorised to enter into this Agreement;
- (b) when executed, this Agreement shall be legal, valid and binding on the Candidate, enforceable against the Candidate in accordance with its terms and conditions subject to all applicable laws, and will not violate or create a default under any law, rule, regulation, judgment, order, instrument, agreement or charter document binding on the Candidate and/or its property;
- (c) Satellite Teams has not given to the Candidate, and Satellite Teams hereby expressly disclaims to the maximum extent permitted by law, all conditions, warranties, representations, liabilities and obligations, whether express or implied, under this Agreement or under any other communications between the parties;
- (d) the Candidate has agreed to enter into this Agreement based on its own judgment and discretion, and expressly disclaims any reliance upon any statements or representations made by Satellite Teams;
- (e) There are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on performance of the Candidate's obligations under this Agreement, nor is the Candidate in default under any material loan, lease or purchase obligation; and
- (f) All information furnished, and to be furnished by the Candidate, shall be true, correct and complete.

Agreement In consideration of the mutual obligations set out in this agreement you accept and agree to these terms, which you acknowledge you have fully read and understood.

Signature: _____

Date: _____