

NEW EXCHANGE™

www.new-exchange.com

TERMS & CONDITIONS

Applicable to Contractors

Effective from: March 2016

The Company and the Contractor agree to be bound by these Terms in all circumstances where the Company agrees to provide Services to the Contractor, and the Contractor agrees to acquire those Services from the Company.

DEFINITIONS

"New Exchange"

Is a Trademark and business unit of Newlink Asia Ltd operated through the website www.new-exchange.com

"the Company"

means Newlink Asia Ltd whose registered offices are at Unit 1618 - 16/F Miramar Tower 132 Nathan Rd. – Kowloon – Hong Kong S.A.R. of the People’s Republic of China.

"the Client"

means the person, business or company to whom consultant professional data, copies of CVs and other related information are made available and/or other services are provided by the Company or by the Consultant under these Terms for the sole purpose of considering consultants for contract work with the Client in accordance with the Candidate's wishes.

"Consultant"

means the person to whom the details within a CV or Consultant record refer to, working as an independent professional (contractor) and listed on one or more New Exchange areas. To the scope of these Terms, Consultant and Contractor are perfect synonyms and their meaning is always the one given to “Consultant” in these Terms.

"Consultant Information"

means the required rate, career details, education, delivery history, professional information, contact details, and any other private information provided by the Consultant to the Company, including what is shared in spoken or written form during the negotiation phase with Clients either by using New Exchange systems, email or directly.

"CV"

means the career and professional skills summary (curriculum vitae or résumé) of a Candidate's education, training, skills and employment experience which is made available to the Company by the Consultant through the New Exchange

"Intellectual Property"

has the meaning given to that term in the section titled Intellectual Property.

"Services"

means the service of allowing Consultant Clients to select Consultants for contract work by searching the listed Consultants database and retrieving individual records and/or copies of CVs, inviting selected candidates to be interviewed for the scope of negotiating a contract/project based assignment, the handling of timesheets and their approval cycle, invoicing and collection.

"Service Fee"

means the service fee included in the rate quoted by the Consultant which is specified and agreed via the New Exchange (exclusive of any applicable taxes) or such other service fee that is agreed by the Company and the Client in writing from time to time for Services.

"Special Conditions"

means the special conditions (if any) set out on an individual contract and agreed by all parties (Consultant, Client, Company)

"Terms"

means these Terms and Conditions of Business.

1. General

1.1 New Exchange does not make any representation whatsoever about any job vacancy advertisement which is accessed either on, by virtue of or by way of any links from this website nor about any of the advertisers who appear in the "Recruiter Directory" section on this website because in compiling the same New Exchange relies on information provided to it by third parties. Accordingly it is a matter for you to satisfy yourself as to the suitability of any agency, employer or job found directly or indirectly through this website.

1.2 You acknowledge that the Internet or New Exchange's systems, services and equipment may from time to time be inoperative in full or in part as a consequence of but not limited to, mechanical breakdown, maintenance, hardware or software upgrades, any communication connectivity problems or any other factors beyond the control of New Exchange and you acknowledge that New Exchange will not be held liable for any failure or inability to provide continuous, error free, uninterrupted services under these or any other circumstances.

1.3 You will be able to access some areas of this Website without registering your details with us. Certain areas of this Website are only open to you if you register.

1.4 By accessing any part of this Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave this Website immediately.

1.5 New Exchange may revise this legal notice at any time by updating this posting. You should check this Website from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages at this Website.

2. Membership Condition

The Website services are not available to, and may not be used by, persons who are temporarily or indefinitely suspended Website members. If you are under 18 years old, you can use this service only in conjunction with the supervision of a parent or guardian. If you are an employee or agent of a business entity, you represent that you have the authority to bind that entity to this Agreement.

3. Registration

You must choose a password on completion of registration. You shall be responsible for all actions taken under that password and shall only access the Website using your own password. You should not disclose your password to any other person.

4. Resume Distribution Service

If you activate New Exchange's Resume distribution service you agree and acknowledge that:

4.1 New Exchange may adapt, modify and reword in such way and to such extent as New Exchange considers appropriate your Resume in order to produce a Resume in the style and format New Exchange sends to recruitment agencies and employers.

4.2 New Exchange shall have no liability to you as a consequence of or arising out of any adaptation, modification or rewording referred to in Clause 4.1 above.

5. Changes

5.1 New Exchange may make changes in or withdraw any of the services described in this Website and at any time without notice.

5.2 The services (including the Resume distribution service) which New Exchange offers to candidates are entirely gratuitous and New Exchange shall not be obliged to maintain or continue any services offered to candidates on this Website. Without prejudice to the generality of the foregoing New Exchange reserves the right to suspend or cancel the provision of any service to any particular candidate for any reason whatsoever.

5.3 Any personal information that you submit to New Exchange will be handled in accordance with the terms of New Exchange's [Privacy Policy](#), the terms of which are herein incorporated by reference.

5.4 New Exchange reserves the right to change these terms and conditions of use by changing them on this Website.

6. Information and emails you send us or submit

6.1 **You agree that information you send to us or any advertiser is accurate.** You are prohibited from posting or transmitting to or from this Website any material that is libelous, obscene, indecent, seditious, pornographic, menacing, threatening, offensive, abusive, liable to incite racial hatred, discriminatory, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy, which may cause annoyance or inconvenience, fraudulent, which constitutes or encourages conduct that would be considered a criminal offence, gives rise to civil liability, or otherwise be contrary to the law of or infringes the rights of any third party, **in the United States** or any other country in the world; which is harmful to software or hardware (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data); or for which you have not obtained all necessary licenses and/or approvals.

6.2 You may not misuse the Website (including, without limitation) by hacking or committing fraud.

6.3 New Exchange will fully co-operate with any law enforcement authorities or court order requesting or directing New Exchange to disclose the identity or locate anyone posting any material, misusing the Website or otherwise purporting to violate the law in contravention of paragraphs 6.1 or 6.2.

6.4 If you breach any of the terms contained in paragraphs 6.1 and 6.2 New Exchange will terminate the services provided by this Website.

6.5 New Exchange accepts no responsibility or liability for the use by any agency, employer or other third party of any Resume about you forwarded to any recruitment service company, employer (whether by New Exchange or you) or to any third party which comes to your attention directly or indirectly through your use of this Website.

6.6 If you apply for any job or jobs using the Website you consent to New Exchange monitoring and storing the information provided, along with the contents of any email.

7. Links

7.1 New Exchange does not make any representation as to the security, quality or propriety of any website which may be accessed through this Website. Linked websites accessed through this Website are independent websites over which New Exchange does not exercise any control, whether financial, editorial or any other kind and are not in any way endorsed by New Exchange.

7.2 Accordingly New Exchange has no responsibility or liability to you in respect of any products or services purchased or obtained by you from any such linked website nor in respect of the use of any personally identifying information by any such linked website or its owner. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

7.3 You shall not link to this Website without the express written permission of New Exchange. If you have been granted such permission to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of this Website, and subject to the following conditions:

- (a) you do not remove, distort or otherwise alter the size or appearance of the "New Exchange" logo;
- (b) you do not create a frame or any other browser or border environment around this Website;
- (c) you do not in any way imply that New Exchange is endorsing any products or services other than its own;
- (d) you do not misrepresent your relationship with New Exchange nor present any other false information about New Exchange.

8. Copyright

8.1 This Website contains copyright material, trade names and other proprietary information, including but not limited to, design, text, software and graphics. The contents of this Website are protected by copyright and other

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8.2 You may download information from this Website for your own personal use only. Except as otherwise expressly permitted under copyright law, no copying, modification, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without our express permission and that of the copyright owner. In the event of any permitted copying, modification, redistribution, retransmission, publication or commercial exploitation of copyright material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You are licensed to use the software available on this Website solely for the purpose of lawfully accessing and using the Website. You acknowledge that you do not acquire any ownership rights by downloading copyright material or using software available on this Website.

8.3 If you breach any of the terms in this legal notice, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.

8.4 You agree that if you make any suggestions to New Exchange regarding changes or improvements to this Website, New Exchange has the right to implement such suggestions and shall be the sole owner of any intellectual property or other right associated with such suggestions, changes and improvements.

9. Viruses etc.

New Exchange will not be liable to you or to any third party for any direct, indirect, consequential, special or other damage resulting from the transmission from this Website of viruses, worms, Trojan horses or other destructive items, however caused, such damage to include, without limitation, loss of profits, interruption to business, loss of the whole or any part of a program or any data howsoever stored whether saved on a computer system or otherwise. You may not use crawlers, spiders or any other automatic querying system when accessing or using this Website.

10. Trade Names

"New Exchange" and the logos on this site are trademarks of NewLink Asia Limited. You may not use these trademarks without Newlink Asia Ltd express written consent.

11. How New Exchange protects and uses information which New Exchange holds about you

The Internet is not a secure medium. However, New Exchange will use commercially reasonable efforts to keep the personal information it receives about you confidential, although nothing in these terms and conditions shall restrict or prohibit New Exchange from disclosing personal information to recruitment service companies or employers in circumstances where you have expressly or by implication given your consent to do so (for example, where you have submitted your resume containing such information). New Exchange uses your information in accordance with its [Privacy Policy](#) (click to view) from time to time and you consent to the use of your information in such ways.

12. Losses resulting from unauthorized access to your data

You accept the risk that data transmitted electronically via this Website or otherwise may be intercepted before reaching its intended destination or accessed by unauthorized third parties and may be exploited unlawfully by such third parties. New Exchange does not assume responsibility for guarding against the acts of such third parties and shall not be liable for any direct, indirect, consequential, special or other damage resulting from third parties' interception of or access to data of whatever nature.

13. Limitation of liability

13.1 NEW EXCHANGE MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED ON THIS WEBSITE FOR ANY PURPOSE. ALL SUCH INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. NEW EXCHANGE HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL NEW EXCHANGE BE LIABLE FOR

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13.2 If your use of information on this Website results in the need for servicing, repair or correction of equipment, software or data you assume all costs thereof.

14. Disclaimer

While New Exchange endeavors to ensure that the information on this Website is correct, New Exchange does not warrant the accuracy and completeness of the material on this Website. New Exchange may make changes to the material on this Website at any time without notice. The material on this Website may be out of date, and New Exchange makes no commitment to update such material. Please note that you will be required to use caution, common sense and good awareness as there are also risks of dealing with persons or people acting under false pretences. By using the Website you agree to all risks and agree that New Exchange is not responsible for the acts or omissions of others.

15. Headings

Any headings in these terms and conditions are for convenience only and shall not affect their construction.

16. Governing Law

These terms and conditions shall be governed in accordance with the laws of the Hong Kong, without regard to the conflicts of laws principles thereof. By using this Website, you agree that the courts of Hong Kong shall have jurisdiction in respect of any dispute between you and New Exchange concerning your use of this Website.