

Vita User Agreement

Vita Verification Pte. Ltd. (Vita) – Vita Terms and Conditions

Welcome to Vita. These Terms and Conditions govern your access to and use of Vita and the Vita website, vitaverify.me (Website), and the services made available to you via the Website by Vita Verification Pte. Ltd. (UEN: 202021433K). Please read these terms and conditions carefully, as by registering for and using Vita you agree to be bound by these Terms and Conditions and the general Terms and Conditions applicable to users of the Website as published on the Website. References to "we", "our" and "us" are references to Vita.

Vita Services (Right to use)

Applicants.

Current employees of the Client and potential applicants of the Client may take and provide answers to one or more assessment tests through the Service, as requested by the Client. You have been referred by the Client to take a test on the Website. After completion of the test, a report will be prepared based on your responses and/or the responses of your references (the "Assessment"). The Client is responsible for the consideration of the Assessment so produced, and is also solely responsible for any hiring or termination decision. By accessing the Website, you agree and acknowledge that Vita is not responsible for any hiring or termination decision made by the Client or by any other person.

Reference Providers.

Referee's submitted by one or more Applicant(s) to provide information on their behalf may take and provide answers to one or more questionnaires through the Service, and provide additional information as requested by the Client ("Reference Information"). Your information has been supplied by the Applicant and you have been requested by the Client to provide Reference Information regarding the Applicant through the Services. Upon completion, a report will be prepared based on your responses and the responses of the Applicant (the "Assessment"). The Client is responsible for the consideration of the Assessment so produced, and is also solely responsible for any hiring or termination decision. By accessing the Website, you agree and acknowledge that Vita is not responsible for any hiring or termination decision made by the Client or by any other person.

Use of the Site

Tests and Assessments. Upon accessing the Site, you may be asked to submit required and optional information to log in and begin using the Service. Once accessing the Service, you will provide information as requested by the Client in conjunction with your role as an Applicant and/or Reference Provider. For information on how such information will be used, please see the Vita's Privacy Policy. If you do not want your information used in this manner and shared with the Client, you should immediately end your use of the Service and disconnect from the Site by closing your browser and clearing your browser cache.

You agree to provide accurate and complete responses. Should it appear that such information is untrue, inaccurate, not current or incomplete, your use of the Service and/or your access to the Site

may be suspended or terminated. You grant Vita a non-exclusive, perpetual, royalty-free license to use the responses provided by you in any manner, however, no legally protected personally identifiable information will be disclosed to any person except the Client (or designated third parties at the request of the Client).

You agree that Vita shall have no obligation to provide you with a copy of the assessment test(s) taken through the Service, a copy of your responses or the responses of your references, or a copy of any report provided to the Client. Neither the Assessment nor the Service is intended to screen persons on the basis of any legally protected status, such as race, colour, religion, sex, national origin, sexual orientation, age or disability.

Caution in Exchanges of Personal Information. Vita assumes no obligation to conduct or require criminal background checks or collect other information from third parties with respect to any Users of Vita Services. Vita disclaims all liability for the decision of Users to make available to or share personal information with other Users. As with any exchange of personal information, Users should exercise caution.

Employment Disclaimer. Vita is not an employment agency or a recruiting firm, and makes no representations or guarantees regarding the effectiveness or timeliness of the Vita in meeting the employment objectives of Users. Vita does not guarantee that use of the Vita by Users will result in Applicants being hired or positions being filled, and is not responsible for any employment decisions, for whatever reason made, made by any User.

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Vita makes no representations or guarantees regarding the truthfulness, accuracy, completeness, timeliness or reliability of any information posted by Users on the Vita system, or of any other form of communication engaged in by Users. Such information may contain inaccuracies or other errors. You agree that you are providing the information or directly soliciting the information from your own References and that any reliance on such content posted by Users, or on any other form of communication with Users, will be at your own risk. Vita makes no representations or guarantees regarding the content of the Vita system, including, but not limited to, broken links, inaccuracies or errors.

DAMAGE LIMITATIONS, ALLOCATIONS OF LIABILITY AND EQUITABLE RELIEF. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF VITA, THE INTERNET GENERALLY, AND THE DOCUMENTS YOU POST OR ACCESS AND FOR YOUR CONDUCT ON AND OFF THE VITA PRODUCT. IN NO EVENT SHALL VITA (OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AGENTS OR ADVERTISERS), BE LIABLE FOR ANY NON-DIRECT DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA, LOST EMPLOYMENT OPPORTUNITY, LOST BUSINESS OPPORTUNITY OR BUSINESS INTERRUPTION) RESULTING FROM OR ARISING UNDER OR IN CONNECTION WITH THE USE OR ACCESS

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Security. Users are prohibited from violating or attempting to violate the security or stability of the Vita system or from accessing or attempting to access information not intended for such User.

Links to Other Sites. Vita contains links to third party web sites. These links are provided solely as a convenience to you and not as an endorsement by Vita of the contents on such third-party web sites. Vita is not responsible for the content of linked third-party sites and does not make any representations regarding the content of such third-party web sites. If you decide to access linked third-party web sites, you do so at your own risk.

Amendments to the Terms of Use. Vita may revise the Terms of Use at any time by publishing such revisions at vitaverify.me or any of its Sites or Services. Changes will be binding on you on the date they are posted on the Vita (or as otherwise stated in the any notice of such changes). Any use of Vita will be considered acceptance by you of the then-current Terms of Use. If at any time you find the Terms of Use unacceptable, you should immediately discontinue use as you may no longer use the Vita Sites or Services. Any new or different terms supplied by you are specifically rejected by Vita unless Vita agrees to them in a signed writing specifically including those new or different terms. Vita may change the Vita Services at any time.

Indemnification. You agree to hold harmless Vita (and its officers, directors, employees and agents) from and against any third party claims, actions or demands (including, without limitation, costs, damages and reasonable legal and accounting fees) alleging or resulting from or in connection with the use of Vita by you, any information posted by you, or breach of the Terms of Use by you. Vita shall use reasonable efforts to provide you prompt notice of any such claim, suit, or proceeding and may assist you, at your expense, in defending any such claim, suit or proceeding.

Privacy. The Privacy Policy posted on Vita is incorporated into the Terms of Use by this reference. The Privacy Policy governs content collected through Vita only. Please note, as set forth in the Privacy Policy, that Vita may collect certain personal information from Users and may contact Users periodically in accordance with the terms of the Privacy Policy. In addition, Vita reserves the right to comply, in its sole discretion, with legal requirements, requests from law enforcement agencies or requests from government entities, even to the extent that such compliance may require disclosure of certain information collected from Users.

Miscellaneous. Use of Vita may not be legal in all jurisdictions. In particular, if you access and use the Vita from outside of Singapore, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. If any provision of the Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of all or part of a provision shall not affect the validity of the remaining parts and provisions of the Terms of Use, which shall remain in full force and effect. You specifically agree that Vita has no obligation to archive, backup, or maintain your information. All provisions of the Terms of Use shall survive termination except those granting access or use to Vita systems. Upon termination of this agreement or your right to access Vita systems, you shall cease all your use of and access to Vita immediately. You may not assign or transfer your obligations under the Terms of Use. No waiver of any term of the Terms of Use shall be

deemed a further or continuing waiver of such term or any other term. Except as expressly provided by Vita in a particular "Legal Notice," or software license which present such materials, the Terms of Use constitute the entire agreement between you and Vita with respect to the Vita system.

MARKETING & COMMUNICATIONS. In order to provide the services to you, we may, from time to time, communicate with you via the email address you provided when registering for an Account. By registering for an Account and using the services, you agree to receive email communications from us as required to provide the services. In addition, we may also use your name, email address and contact details to provide you with marketing and promotional materials about Vita. If you do not wish to receive such materials, you may opt-out at any time by using the opt-out mechanism in the marketing material.

WAIVER of CLAIMS

Applicant: By agreeing to the terms herein and by utilizing the Vita system, you waive any and all claims or causes of action associated with or arising out of the above Terms of Use. In addition, but without limiting the scope of the above waiver, you waive any claims or causes of action against the References you invite to submit information on your behalf. These waivers shall be construed to the maximum extent possible, however, they shall be limited in their construction to the extent that they violate any local or international Laws.

Reference Provider ('Reference' or 'Referee'): By agreeing to the terms herein and by utilizing the Vita system, you waive any and all claims or causes of action associated with or arising out of the above Terms of Use. In addition, but without limiting the scope of the above waiver, you waive any claims or causes of action against Vita based on or related to the reference information you submit on behalf of the Applicant. These waivers shall be construed to the maximum extent possible, however, they shall be limited in their construction to the extent that they violate any local or international laws.

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