



## Terms and Conditions

Thank you for using JPSM'S **SabahJobs** Portal. By registering to use the website, you will become a User of the Website and agree to be bound by these Terms and Conditions. Please read and understand the Terms and Conditions for the access to the Website and use of the services contained therein. If you do not agree with these Terms and Conditions and do not wish to be bound by it, please do not register for or use the Website. Access to and use of the Website is subject to the following Terms and Conditions at all times.

### 1. DEFINITIONS

- 1.1 **"Website"** means the **SabahJobs** Portal .
- 1.2 **"Content"** means all data, information data, text, software, music, sound, graphic, video, materials and any other content including, but not limited to, text messages, logos, caller group icons, picture messages and a list of jobs as contained in the Website.
- 1.3 **"JPSM"** means the Department of Human Resource Development (*Jabatan Pembangunan Sumber Manusia*)
- 1.4 **"Employer"** or **"Employers"** means a person or entity that is accessing the Website to post a job or utilizing the Services for any reason related to the purpose of seeking candidates for employment.
- 1.5 **"Graphics"** includes all logos, button icons, and other graphical elements on the Website, with the exception of paid advertising banners.
- 1.6 **"Candidate"** or **"Candidates"** means a User who is accessing the Website to search for a job or in any other capacity except as an Employer.
- 1.7 **"Company Profiles"** means profile created by Employers.
- 1.8 **"Employer Materials"** includes any brochures, emails, job postings, web site content, career fair material, audio, videos, photographs, logos, trademarks, service marks, domain names, documents or other materials provided by Employer to JPSM.
- 1.9 "Database" includes all job advertisements posted on the Websites and/or all candidates and/or employers' information registered with the Website.
- 1.10 **"User"** refers to any individual or entity that uses any aspect of the Website and the services provided therein.
- 1.11 **"You"** or **"you"** means the person who (or the entity on behalf of whom you are acting) that is agreeing

to these Terms and Conditions.

## **2. RULES OF USAGE**

- 2.1 You must be 16 years of age or above and you are required to register as a User for the Website to enable you to access and use the Website.
- 2.2 By this registration, you make representations and warrants that:
  - i. you have the authority to sign up and use the Website;
  - ii. you are the person who registered in the name on the registration screen; and
  - iii. the information and details given by you on registration or at any time are true and accurate.
  - iv. JPSM has the absolute right to refuse or cancel your registration if the information supplied is incomplete, incorrect, false or fraudulent.
- 2.3 Subject to the Terms and Conditions, you are given non-exclusive and limited non-transferable rights to access and use the Website. You agree to comply with all Terms and Conditions contained, and any additional rules and regulations for the usage of the Website, which may be updated from time to time.

## **3. PASSWORD AND SECURITY**

- 3.1 When you register to use the Website you will be asked to create a password. In order to prevent fraud, you must keep this password confidential and must not disclose it or share it with anyone. If you know or suspect that someone else knows your password you should notify JPSM by contacting JPSM immediately.
- 3.2 If JPSM has reason to believe that there is potential breach of security or misuse of the Website, JPSM may require you to change your password or we may suspend your account.
- 3.3 As a result of your loss of your password or the misuse of the Website:
  - a. all losses or damage incurred thereby shall be borne by you; and
  - b. you shall fully indemnify JPSM should JPSM suffer any loss or damage.
- 3.4 JPSM will not be responsible for any loss and/or damage suffered by you due to unauthorized usage or misuse of the password.

## **4. INTELLECTUAL PROPERTY**

- 4.1 The Website, its Content, and all right, title and interest in and to the Website and its Content are the exclusive property of JPSM.
- 4.2 The Website and its Content are protected by copyright, trade mark, database right and other intellectual property rights.
- 4.3 You may retrieve and display the Content of the Website on a computer screen, store such Content in

electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such Content for your own personal, non- commercial use, provided you keep intact all and any copyright and proprietary notices.

- 4.4 You must not reproduce, modify, copy, distribute or use for commercial purposes any of the materials or the Content on the Website without written permission from JPSM.

## 5. CONDITION FOR WEBSITE USAGE

- 5.1 You are prohibited to use the Website to carry out any activities that are against the law or any activities that are deemed by JPSM as inappropriate or used not for the purpose the Website is provided for.
- 5.2 You must not resell or assign your rights or obligations under these Terms and Conditions and make any unauthorized commercial use of the Website.
- 5.3 You are only allowed to use your registered account. Usage of other use accounts through the Website is prohibited.
- 5.4 By using the Website, you hereby represent, warrant, undertake and agree that you will not:
  - a. broadcast, publish, send, distribute or upload any information through or link directly or indirectly any information into the Website that contains virus, Trojan horse, worm, time bomb, cancelbot, or any software code or other harmful programming routines that are designed to damage, interfere to detriment, secretly intercept or steal any Website 's data or personal information;
  - b. broadcast, publish, transmit, distribute or upload any information through or link directly or indirectly any information into the Website that violates any copyright, trademark or any other intellectual property rights of a third party, unless the user has permission from the owner or the action does not violate any intellectual property rights;
  - c. use, reproduce, distribute, publish or communicate any information obtained from the Website for any commercial reasons, unless the activity has been approved in writing and expressly by JPSM; and
  - d. use the Website for any purposes that violate the laws in Malaysia.
- 5.5 JPSM will be able review and remove any content submitted, posted or displayed by Users that JPSM considers violates these Terms and Conditions, laws, is abusive, disruptive, offensive or illegal, or violates the rights of, or harms or threatens the safety of, other users of the Website. JPSM reserves the right to remove Users and bar their further access to the Website and/or use of any services provided from the Website for violating the Terms and Conditions or applicable laws, rules or regulations.
- 5.6 You are to acknowledge that any reliance on material posted by other Users will be at your own risk.
- 5.7 You hereby authorize JPSM to disclose the information provided in the registration screen for the purpose of enforcing the law or for the purpose of collaborating with any authority or government agency for any purpose of law related activities.

## 6. ADDITIONAL CONDITIONS APPLICABLE TO EMPLOYERS

- 6.1 Employer warrants that any Employer's Content provided to be used in connection with any services provided from the Website will not violate any laws or regulations or third-party proprietary rights, including, without limitation, copyright, trademark, obscenity, rights or publicity or privacy, and defamation laws.
- 6.2 Employers agree that it shall disregard any personal data received from the Candidate which are irrelevant to obtaining and assessing the suitability of Candidates.
- 6.3 JPSM does not allow any Employer's Content on the Website that request Candidates to pay any kind of fees including deposits, placement and processing fees and purchasing fees.
- 6.4 JPSM is not obliged to monitor the Employer's Content but may monitor the Employer's Content randomly.
- 6.5 JPSM's resume database is to be accessed and used solely by Employers and you shall not disclose any of the data to any third party, unless authorized to do so by JPSM for employment purposes.
- 6.6 You shall take necessary measure to protect the data you have obtained from the JPSM's resume database from loss, misuse, unauthorized access, disclosure, alteration or destruction.
- 6.7 Employers shall not use the JPSM's resume Database for any other purpose except as an employer and/or on behalf of an employer seeking employees.
- 6.8 Employer represents, warrants, and covenants that any Employer Materials provided by Employer for use in connection with the Website will not violate any laws or regulations or third-party proprietary rights, including, without limitation, copyright, trademark, obscenity, rights or publicity or privacy, and defamation laws.
- 6.9 Employers are solely responsible for the Employer Materials on the Website. JPSM is not to be considered to be an employer with respect to your use of the Website, and JPSM shall not be responsible for any employment decisions, for whatever reasons, made by any entity posting jobs on the Website.
- 6.10 Employer Materials may not contain: -
  - a) misleading, unreadable, or "hidden" keywords, repeated keywords or keywords that are irrelevant to the job opportunity being presented;
  - b) names, logos, or trademarks of unaffiliated companies;
  - c) inaccurate, false, or misleading information; and
  - d) material or links to material that is discriminatory, sexually explicit, obscene, libelous, defamatory, threatening, harassing, abusive or hateful, or solicits personal information from anyone under 16.
- 6.11 You may not use your Employer Materials to: -
  - a) post jobs in a manner does not comply with applicable local, national laws, including but not limited to laws relating to labor and employment eligibility requirements, data privacy, data access, and use, and intellectual property;

- b) sell, promote or advertise products or services;
  - c) post any franchise, pyramid scheme, distributorship, or multi-level marketing opportunity;
  - d) promote any opportunity that does not represent bona fide employment; and
  - e) advertise sexual services or seek employees for jobs of a sexual nature.
- 6.12 JPSM reserves the right to remove any Employer Materials or content from any the Website, which in the reasonable exercise of JPSM, does not comply with this Section, or if any content is posted that JPSM believes is not in the best interest of the Website.
- 6.13 If any time during your use of the Website, you made a misrepresentation of fact to JPSM or otherwise misled JPSM in regards to the nature of your business activities or breach of the Terms herein, JPSM may terminate your use of the Website, and in such event, and payment made by you shall be forfeited.
- 6.14 You understand and acknowledge that if you cancel your account or your account is terminated, all your account information from the Websites, including saved Company Profile and resumes, network contacts, and email mailing lists, will be marked as deleted in and may be deleted from the Database. Information may continue to be available for some period of time because of delays in propagating such deletion through the Website server.

## **7. ADDITIONAL CONDITIONS APPLICABLE TO CANDIDATES**

- 7.1 All information provided by you in the Website shall be disclosed by JPSM to prospective Employers.
- 7.2 JPSM reserves the right to delete your account and all of your information after a significant duration of inactivity.
- 7.3 Candidates must exercise caution and assume all risks dealing with Employers listed in the Website as JPSM does not screen or censor the listings and is not involved in the actual transaction between Employers and Candidates.
- 7.4 JPSM reserves the right to offer third-party services and products to you based on the preferences that you identify in your registration and at any time thereafter or you have agreed to receive such offers may be made by JPSM or by third parties.
- 7.5 Please see the Website's Personal Data Protection Policy ("the Policy") for further details regarding your information. Please note, as set forth in the Policy, that JPSM may collect certain User information and may contact Users periodically in accordance with the terms of the Policy. In addition, JPSM 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 User's information. In addition, third parties may retain cached copies of User information.
- 7.6 You understand and acknowledge that all information provided by you, your profile, resume, and/or account information shall be disclosed to prospective Employers.
- 7.7 You understand and acknowledge that you have no ownership rights in your account and that if you

cancel your Website account or your account is terminated, all your account information in the Website, including your profile, resumes, cover letters, saved jobs, will be marked as deleted in and may be deleted from the Database and will be removed from and public area of the Website. Information may continue be available for some period of time because of delays in propagating such deletion through the Website server. In addition, third parties may retain saved copies of your information.

## **8. SUSPENSION OR CANCELLATION OF REGISTRATION**

These Terms and Conditions are effective and binding on all users from the date you sign up to use the Website and will continue in full force while you are user of the Website and/or until the Website is terminated. JPSM has the right to suspend or cancel your registration immediately in the event of breaching these Terms and Conditions or applicable laws, rules or regulations.

## **9. EXCLUSION OF LIABILITY**

- 9.1 The Website serves as a platform for job matching and all parties are bound to submit accurate and true information. JPSM is not responsible for the truth and accuracy of the content submitted, posted or displayed by Users, the quality, safety and legality of the jobs listed.
- 9.2 JPSM bears no liability for the risk dealing between Users of the Website including physical risk.
- 9.3 JPSM does not endorse, represent or warrant any User or third party who use the Website. The use of the Website and the Content is at your own risk.
- 9.4 JPSM is not responsible for any loss, injury or damage to you arising whether in contract, tort, negligence, "strict liability" or on other policies, including but not limited directly or indirectly to any indemnity or loss of profits or savings arising in connection with access or use of or the inability to access or use the Website, confidence in the information contained in the Website , and in case of hardware or software failure, interruptions, errors, lags, delays in operation, computer viruses and so on. This exclusion of liability clause shall have the full effect to the extent permissible by laws.
- 9.5 JPSM shall not be held responsible for the content on any site linked outside of the Website.

## **10. INDEMNITY BY THE USER**

You agree to defend, indemnify and protect JPSM, staffs, employees, agents, licensors, suppliers or any other third party suppliers of the Website from any loss, liability, claims, and expenses (including legal fees), arising from your use or misuse of the Website without limitation, for the following:

- i. claim for patent, trademark, copyright or other intellectual property rights or ownership rights violations committed by third parties against JPSM in connection with your use of the Website;
- ii. the use of the Website by people who use your account with or without your permission; or
- iii. you do not comply with these Terms and Conditions.



## **11. MODIFICATION OF THE TERMS AND CONDITIONS**

The Terms and Conditions may be modified at any time and from time to time at the discretion of JPSM and such modifications shall be effective immediately when uploaded to the Internet. You are advised to check the Terms and Conditions from time to time for any changes. The usage and your continuous access to the Website will be considered as final acceptance of the modified Terms and Conditions.

## **12. INTERRUPTION OF COMPUTER WEBSITE**

- 12.1 JPSM shall not be responsible for any interruption, delays, failures, errors or loss of transmitted information or any viruses that damage your computer system. You will be absolutely responsible to ensure your computer system is capable of receiving data back up of data and/or equipment to scan for computer viruses.
- 12.2 JPSM provides no representations and warranties related to the accuracy, functionality or performance of any third party software that may be used in connection with the Website.

## **13. CONFIDENTIALITY**

The information you provide during registration for the use of the Website is kept by JPSM. The information provided will be used to inform you about JPSM's new products or services (or from the relevant government agencies or agencies affiliated with JPSM) to meet your needs.

## **14. APPLICABLE LAW**

These Terms and Conditions will be subject to the laws of Malaysia.

## **15. MISCELLANEOUS**

- 15.1 You may not transfer any of your rights under these Terms to any other person. We may transfer any of our rights under these Terms and Conditions to another business where we reasonably believe your rights will not be affected.
- 15.2 If you breach these Terms and Conditions and JPSM chooses to ignore this, JPSM will still entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.
- 15.3 JPSM shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond its reasonable control.
- 15.4 If any of these Terms of Conditions shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms and Conditions and all provision not affected by such invalidity or unenforceability shall remain in full force and effect.
- 15.5 JPSM has taken every reasonable step to complied and will continue to comply with its obligations as a data processor arising from the data protection and privacy laws in force from time to time to the extent that those obligations are relevant to this Agreement. Further, we have taken steps to implement and shall maintain an information security program including reasonable administrative, technical and

