

Site terms and conditions

Terms & Conditions

Agensi Perkerjann Hyppies Sdn Bhd and its affiliated and subsidiary business and entities are separate member entities of the international human resource consulting service known as Hyppies or “Hyppies.com” or “we” means Agensi Pekerjaan Hyppies Sdn. Bhd, its affiliated and subsidiary businesses and companies.

Your use of this website (“Site”) is governed and is conditional upon your acceptance of, and compliance with, these terms and conditions (“Terms”) and the associated websites **Privacy Policy**. All use of and/or continued access to this Site constitutes your agreement to these Terms, the Privacy Policy and other notices or provisions published elsewhere in this Site from time to time. You accept and acknowledge that any use of this Site beyond the scope of permission granted by these Terms would constitute unlawful or unauthorised access.

Any violation of the Terms will result in termination of the use of, and access to the Site.

Relationship

No client relationship between you and any of Hyppies entities is or may be created by your viewing, access or use of the Site or any information contained therein. The only way to become our client is through a mutual written agreement.

Links to or from other sites

This Site contains links to external websites and there may be any number of automatic links to other sites, which may interest you. Hyppies does not accept any responsibility in respect of the content or privacy practices of those sites or for any loss or damage that may arise from the use of such sites nor can it be assumed that Hyppies has reviewed or approved of such sites or their content, nor do we warrant that the links to these sites work or are up to date.

Disclaimer

The information and material on this Site is intended as a general guide only and is not intended as advice. While Hyppies uses reasonable care in compiling and presenting the information and material on this Site, we make no representation or warranty whatsoever regarding the accuracy, currency, completeness, adequacy, suitability or operation of this Site, any services we may provide through it or the information or material it contains.

To the maximum extent permitted by law, Hyppies shall not be responsible or liable for any loss or damage or expense of any kind whatsoever (including without limitation consequential loss, loss of profits or goodwill, indirect, consequential, incidental, special, exemplary or punitive damages) suffered or incurred by you or any other person or entity howsoever arising whether in contract, tort, negligence or otherwise, in connection with or as a result of:

- (a) access to or use of the Site or any of its content;
- (b) any reliance on, or decision made on the basis of, information or material shown on or omitted from the Site;
- (c) any representation or otherwise in respect of the existence, availability, nature or description, of any job, vacancy, assignment or other engagement or appointment advertised on the Site;
- (d) any representation or otherwise that any employer or client will ask for a candidate's information, ask to interview or hire a candidate, or that any candidates will be available or will meet the needs of any employer or client;
- (e) any breach of these Terms by Hyppies caused by circumstances beyond its reasonable control;
- (f) any fault, delays, interruptions or lack of availability of the Site and any of the services provided through the Site, which may occur due to intermittent failures of the Site or the need for repairs, maintenance or the introduction of new facilities or services to the Site, among others;
- (g) any interference with or damage to your computer system(s) which occurs in connection with the use, access and operation of the Site or downloading of any content or material posted on the Site, or any sites linked to it, whether through a computer virus, worm, Trojan horse, computer code or otherwise howsoever;
- (h) any website operated by a third party which may be accessed from the Site including the information and content therein as well as any use, access or operation thereof; and/or
- (i) any unauthorised access or alteration of your information submitted via e-mail or the Site.

If any warranty cannot be excluded, to the maximum extent permitted by law, Hyppies's liability will be limited to the resupply of the relevant service.

Prohibited Uses

You must only use the services provided through the Site for their stated purpose. You must not use the services provided by this Site to:

- (a) send, upload, display or disseminate or otherwise make available any unlawful, discriminatory, harassing, libellous, defamatory, abusive, threatening, harmful, offensive, obscene, tortious or otherwise objectionable material or otherwise breach any laws in Malaysia or elsewhere;
- (b) display, upload or transmit material that encourages conduct that may constitute a criminal offence, result in civil liability or otherwise may breach any applicable laws, regulations or code of practice in Malaysia or elsewhere;
- (c) interfere with any other person's privacy or use or enjoyment of this Site;
- (d) fraudulently or otherwise misrepresent yourself to be another person or a representative of another entity including, but not limited to, an Hyppies

representative, or fraudulently or otherwise misrepresent that you have an affiliation with any person, entity or group;

(e) mislead or deceive Hyppies, its representatives and any third parties who may rely on the information provided by you, by providing inaccurate or false information, which includes any omission of information;

(f) disguise the origin of any material transmitted through the services provided by the Site (whether by forging message/packet headers or otherwise manipulating normal identification information);

(g) send, upload or otherwise make available material which infringes any intellectual or industrial property right of any person (including but not limited to copyright, trademarks, patents, or trade secrets, or other proprietary rights of any party);

(h) send, upload, display or disseminate or otherwise make available material containing or associated with spam, junk mail, advertising for pyramid schemes, chain letters, virus warnings (without first confirming the authenticity of the warning), or any other form of unauthorised advertising or promotional material;

(i) send, upload or otherwise make available material containing viruses, trojans or any other material designed to impair, destroy or interrupt the performance of any hardware or software;

(j) obtain unauthorised access to or interfere with the performance of the servers which provide the services or any servers on any associated networks or otherwise fail to comply with any policies or procedures relating to the use of those servers; or

(k) collect, whether aggregated or otherwise, data about other users of the services.

Signing Up on our Site

If you upload your CV, submit your CV, apply for a job, sign up for Job Alerts, or create an account you must ensure that the details provided by you at that or at any other time are accurate, up to date and complete. Job Alerts, Hyppies account and other features of the Site may only be used by individuals seeking employment and/or career information and by employers seeking employees.

You must immediately update and inform us of any changes to your information by sending us an email at Hello@hyppies.com, so that we can communicate with you effectively and provide accurate up to date information to potential employers.

If you sign up to use Hyppies.com you will be asked to create a password and a login. 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 us immediately. We accept no liability for any unauthorised use.

By using this Site, you are solely responsible for any and all occurrences, which include maintaining up-to-date, correct, accurate and complete information. Hyppies has no obligation to edit, monitor or screen information on your personal details, CV and materials uploaded by you.

Hyppies reserves the right to examine from time to time, some or all information for adherence to these Terms or the Privacy Policy and remove materials that may be objectionable or violate these Terms or the Privacy Policy. If Hyppies has reason to believe that there is likely to be a breach of security or misuse of our Site, we may require you to change your password or we may suspend or delete your account.

We may suspend or cancel your account immediately at our sole discretion, or if you breach any of your obligations under these Terms or the Privacy Policy. As a result of the suspension or cancellation of your account, all losses or damages incurred thereby shall be borne by you and you shall fully indemnify Hyppies should we suffer any loss or damage.

You can delete your account by sending an email to compliance@hyppies.com

The suspension or cancellation of your account and your right to use the Site shall not affect either party's statutory rights or liabilities.

You agree to defend, indemnify and hold harmless Hyppies, and its affiliates, and their respective officers, officer-bearers, directors, employees, and agents from and against any and all claims, actions or demands, arising or resulting from any material you post on your account or any such material on the Site.

Aggregate information

We may gather information and statistics collectively about all visitors to the Site which may include the information supplied by you which will help us to understand our users thereby creating a better recruitment experience. We will not disclose any identifiable information. All data will be in aggregate form only. We believe this information helps us determine what is most beneficial for our users and how we can continually improve our service. We may share this kind of aggregate data with selected third parties to assist with these purposes. Personal data is processed by us in accordance with our Privacy Policy.

Any information submitted by you may be accessed by Hyppies globally.

Advertising and Sponsorship

Part of the Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Site complies with relevant laws and codes.

Hyppies reserves the right to refuse to run advertisements that, in Hyppies's sole discretion are not suitable for publication on the Site.

Hyppies is not responsible to you or anyone else for any error or inaccuracy in advertising and sponsorship material posted on this Site.

Intellectual Property Notice

Unless otherwise stated, all trademarks, trade names, logos, information, material, content, text, layout, design, photographs, graphics and intellectual property rights available on the Site are the property of Hyppies and its licensors and all such rights are reserved.

Any reproduction of the contents of this Site in any form or version, in part or its entirety is strictly prohibited. You may only access, use and print the information and material on this Site for private non-commercial use provided that you keep intact all copyright and proprietary notices and you must not otherwise reproduce, adapt, modify, translate, extract, recopy, download, transmit, distribute, store permanently or otherwise in any material form whether in a retrieval system or not, transmit, print, display, commercialise, publish or create derivative works from any part of the content, format or design of the Site without the prior written consent of Hyppies. Private non-commercial use does not allow for the incorporation of material or any part of it in any work or publication or website, in any form whatsoever.

Applicable Law & Ownership

Subject to any local laws that cannot be excluded, the law applicable to the use of the material and information contained on this Site, including the Terms and Privacy Policy, is the law of Malaysia and disputes arising out of such material and information shall be subject to the exclusive jurisdiction of the Courts of Malaysia, notwithstanding that the Site is or may be accessible or viewed in other jurisdictions.

International Use

Hyppies makes no representation that the materials on the Site are appropriate or available for use in your location, and accessing the Site from territories where its contents are considered to be illegal and unlawful is prohibited. If you choose to access the Site from your location, you do so on your own initiative and at your own risk and are responsible for compliance with all applicable local laws.

Termination

Hyppies may terminate your access to the Site at any time without notice. In the event of termination, all restrictions imposed under the Disclaimer, Intellectual Property Notice sections above and the Privacy Policy will survive the termination and continue to be binding on you.

Hyppies reserve the right to amend these Terms at any time without notice and the amended Terms shall take effect immediately as from the time of posting. You are responsible for regularly reviewing these Terms and the continued use of this Site will constitute your consent to such changes.

Copyright ©Hyppies 2021.

All rights reserved