

THESE TERMS OF SERVICE (“TERMS”) CONSTITUTE A CONTRACT BETWEEN YOU AND TALENOX AND GOVERN THE USE BY YOU, YOUR AGENTS AND END USERS OF OUR WEBSITE AT WWW.TALENOX.COM (THE “SITE”) AND ALL OF THE PRODUCTS AND SERVICES OFFERED BY TALENOX.

By accepting these Terms, or by accessing or using the Service or Site, or authorizing or permitting any Agent or End-User to access or use the Service, you agree to be bound by these Terms. If you are entering into these Terms on behalf of a company, organization or another legal entity (an “Entity”), you are agreeing to these Terms for that Entity and representing to Talenox that you have the authority to bind such Entity and its affiliates to these Terms, in which case the terms “you,” “your” or related capitalized terms herein shall refer to such Entity and its affiliates. If you do not have such authority, or if you do not agree with these Terms, you must not accept these Terms and may not use the Service.

If you have any questions about these Terms, please feel free to contact us through our Site or email us at hello@talenox.com.

SERVICE

TALENOX PTE LTD (REGISTRATION NUMBER: 201417072C) (“TALENOX”, “WE”, “US” AND/OR “OUR”) PROVIDES HOSTED INTEGRATED CLOUD HR SOLUTIONS THROUGH THE SITE AND ANY APPLICABLE SOFTWARE (AS DEFINED BELOW) (COLLECTIVELY, THE “SERVICE”). THE SERVICE IS PROVIDED BY TALENOX TO YOU AND ANY INDIVIDUAL OR ENTITY TO WHOM YOU GRANT THE RIGHT TO ACCESS THE SERVICE THROUGH YOUR ACCOUNT AS AN AGENT AND/OR ADMINISTRATOR AS IDENTIFIED THROUGH A UNIQUE LOGIN (“AGENT”), OR AS AN END-USER CONNECTING WITH YOU OR YOUR AGENTS VIA THE SERVICE (“END USER”), SUBJECT TO THESE TERMS AND ALL MODIFICATIONS THERETO AND/OR OTHER RULES THAT MAY BE PUBLISHED FROM TIME TO TIME BY TALENOX. FROM TIME TO TIME WE MAY NOTIFY YOU OF UPDATES OR MODIFICATIONS TO OR NEW VERSIONS OF THE SERVICE. YOUR USAGE OF THE UPDATED OR NEW VERSIONS OF THE SERVICE CONFIRMS YOUR ACCEPTANCE OF THE NEW OR UPDATED SERVICE, AND IS ALSO SUBJECT TO, THESE TERMS.

GENERAL CONDITIONS AND RESTRICTIONS

DURING THE TERM OF YOUR SUBSCRIPTION TO THE SERVICE (“SUBSCRIPTION”, AND SUCH TERM, THE “SUBSCRIPTION TERM”), YOU HAVE THE LIMITED RIGHT TO USE THE SERVICE SOLELY FOR YOUR OWN INTERNAL, PERSONAL OR COMMERCIAL USE AS AN ONLINE PLATFORM TO COMMUNICATE WITH YOUR END USERS. YOU AGREE TO PROVIDE TRUE, ACCURATE, CURRENT AND COMPLETE INFORMATION AS REQUIRED BY TALENOX. YOU AGREE NOT TO TRANSFER, LEASE, RENT, ASSIGN, SUBLICENSE OR RESELL THE SERVICE, IN WHOLE OR IN PART, UNLESS YOU ARE AN AUTHORIZED PARTNER OF TALENOX AND ONLY PURSUANT TO A SEPARATE PARTNERS' AGREEMENT ENTERED INTO BETWEEN YOU AND TALENOX (“PARTNERS' AGREEMENT”), AND YOU FURTHER AGREE

NOT TO ALLOW ANY THIRD PARTY OTHER THAN YOUR AGENTS AND END USERS TO ACCESS THE SERVICE. YOU ARE RESPONSIBLE FOR COMPLIANCE WITH THE PROVISIONS OF THESE TERMS BY YOUR AGENTS AND END USERS AND FOR ANY AND ALL ACTIVITIES THAT OCCUR UNDER YOUR ACCOUNT.

YOU SHALL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY EQUIPMENT AND ANCILLARY SERVICES NEEDED TO CONNECT TO, ACCESS OR OTHERWISE USE THE SERVICE (COLLECTIVELY, "EQUIPMENT"). YOU SHALL BE RESPONSIBLE FOR ENSURING THAT SUCH EQUIPMENT IS COMPATIBLE WITH THE SERVICE (AND, TO THE EXTENT APPLICABLE, THE SOFTWARE) AND COMPLIES WITH ALL CONFIGURATIONS AND SPECIFICATIONS SET FORTH IN TALENOX'S PUBLISHED POLICIES THEN IN EFFECT.

YOU UNDERSTAND AND ACKNOWLEDGE THAT WE HAVE NO OBLIGATION TO MONITOR ANY PORTION OF THE SERVICE, INCLUDING WITHOUT LIMITATION, DATA, INFORMATION, FEEDBACK, SUGGESTIONS, TEXT, CONTENT AND OTHER MATERIALS UPLOADED, POSTED, DELIVERED, PUBLISHED, PROVIDED OR OTHERWISE LINKED, TRANSMITTED OR STORED (HEREAFTER, "POST" OR "POSTED") BY YOU, YOUR AGENTS OR YOUR END USERS (COLLECTIVELY, "YOUR CONTENT"). BY POSTING YOUR CONTENT ON OR THROUGH THE SERVICE, YOU HEREBY DO AND SHALL GRANT TALENOX A WORLDWIDE, NON-EXCLUSIVE, PERPETUAL, IRREVOCABLE, ROYALTY-FREE, FULLY PAID, SUBLICENSABLE AND TRANSFERABLE LICENSE TO USE, MODIFY, REPRODUCE, DISTRIBUTE, DISPLAY, PUBLISH AND PERFORM YOUR CONTENT AS NECESSARY TO PROVIDE THE SERVICE. YOU ACKNOWLEDGE THAT YOU BEAR SOLE RESPONSIBILITY FOR YOUR CONTENT, INCLUDING (A) MAKING ANY DETERMINATION AS TO WHETHER YOU HAVE THE LEGAL RIGHT TO STORE, REPRODUCE OR OTHERWISE MAKE USE OF YOUR CONTENT IN THE MANNER CONTEMPLATED BY YOU; (B) AND COMPLYING WITH ALL DOMESTIC AND INTERNATIONAL LAWS AND ANY OTHER LEGAL OBLIGATIONS ASSOCIATED WITH YOUR CONTENT, INCLUDING, BUT NOT LIMITED TO, COPYRIGHT, TRADEMARK, TRADE SECRET, DEFAMATION, PRIVACY, DECENCY, SECURITY AND EXPORT LAWS. YOU ACKNOWLEDGE AND AGREE, HOWEVER, THAT TALENOX SHALL HAVE THE RIGHT TO MONITOR THE SERVICE AND TO DISCLOSE ANY INFORMATION AS NECESSARY OR APPROPRIATE TO SATISFY ANY LAW, REGULATION OR OTHER GOVERNMENTAL REQUEST, TO OPERATE THE SERVICE PROPERLY, OR TO PROTECT THE SERVICE.

WHILE TALENOX STRIVES TO PROTECT PERSONAL INFORMATION AND PRIVACY, WE CANNOT GUARANTEE THE SECURITY OF ANY INFORMATION YOU DISCLOSE ONLINE. YOU ACKNOWLEDGE BY ENTERING INTO THIS AGREEMENT (AS DEFINED BELOW) THAT YOU ARE AWARE OF OUR LIMITATIONS WITH RESPECT TO SECURITY AND PRIVACY AND THAT TALENOX WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED ACCESS OR USE OF ANY OF YOUR CONTENT,

OR ANY CORRUPTION, DELETION, DESTRUCTION OR LOSS OF ANY OF YOUR CONTENT.

AS PART OF THE REGISTRATION PROCESS, YOU AND EACH AGENT MAY BE REQUIRED TO IDENTIFY A USER NAME AND PASSWORD FOR YOUR ACCOUNT ("LOGIN CREDENTIALS"). YOU AGREE AND ACKNOWLEDGE THAT EACH AGENT WILL BE IDENTIFIED BY A UNIQUE LOGIN CREDENTIAL AND THAT AN AGENT LOGIN CREDENTIAL MAY ONLY BE USED BY ONE (1) INDIVIDUAL. YOU WILL NOT SHARE AN AGENT LOGIN CREDENTIAL AMONG MULTIPLE INDIVIDUALS. YOU AND YOUR AGENTS ARE RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF ALL LOGIN CREDENTIALS FOR YOUR ACCOUNT. SUBJECT TO ANY LIMITATION ON THE NUMBER OF INDIVIDUAL AGENTS AVAILABLE UNDER YOUR SELECTED SERVICE PLAN, ACCESS TO AND USE OF THE SERVICE IS RESTRICTED TO THE SPECIFIED NUMBER OF INDIVIDUAL AGENTS PERMITTED UNDER YOUR SUBSCRIPTION.

YOU AND YOUR AGENTS ARE RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF LOGIN CREDENTIALS AND AGREE TO IMMEDIATELY NOTIFY US OF ANY UNAUTHORIZED USE OF THE SERVICE OR ANY OTHER BREACH OF SECURITY RELATED TO THE SERVICE KNOWN TO OR SUSPECTED BY YOU. TALENOX ASSUMES NO RESPONSIBILITY FOR THE DELETION OF OR FAILURE TO STORE ELECTRONIC MESSAGES, COMMUNICATIONS, OR OTHER INFORMATION OR CONTENT SUBMITTED BY YOU, YOUR AGENTS OR YOUR END USERS USING TALENOX, WHETHER SUBMITTED AS PART OF THE SERVICE OR OTHERWISE.

YOU SHALL COMPLY WITH ANY CODES OF CONDUCT, POLICIES OR OTHER NOTICES THAT TALENOX PROVIDES YOU OR PUBLISHES ON THE SITE IN CONNECTION WITH THE SERVICE IF YOU VIOLATE THESE TERMS, YOU MAY BE PERMANENTLY OR TEMPORARILY BANNED FROM USING THE SERVICE AT TALENOX'S SOLE DISCRETION.

YOU AGREE NOT TO USE THE SERVICE:

TO DISPLAY, UPLOAD OR PROMOTE OBSCENE, INDECENT, PORNOGRAPHIC OR SEXUALLY EXPLICIT ACTIVITIES OR CONTENT;
TO PROMOTE ABUSIVE, THREATENING, HATEFUL, HARMFUL, HARASSING, LIBELOUS OR VIOLENT BEHAVIOR;

TO PROMOTE DISCRIMINATION BASED ON RACE, SEX, RELIGION, NATIONALITY, DISABILITY, SEXUAL ORIENTATION, OR AGE;

TO PROMOTE ILLEGAL ACTIVITIES OR VIOLATE APPLICABLE LAW;

TO VIOLATE THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES;

IN A MANNER THAT HAS THE POTENTIAL TO INTERFERE WITH THE USE, ENJOYMENT, DEPLOYMENT OR OPERATION OF THE SERVICE BY OTHERS;

TO POST, STORE OR TRANSMIT ANY CONTENT THAT (A) YOU DO NOT HAVE A RIGHT TO POST UNDER ANY LAW OR UNDER CONTRACTUAL OR FIDUCIARY RELATIONSHIPS; (B) CONTAINS 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; (V) POSES OR CREATES A PRIVACY OR SECURITY RISK TO ANY PERSON; (D) CONSTITUTES UNSOLICITED OR UNAUTHORIZED ADVERTISING, PROMOTIONAL MATERIALS, COMMERCIAL ACTIVITIES AND/OR SALES, "JUNK MAIL," "SPAM," "CHAIN LETTERS," "PYRAMID SCHEMES," "CONTESTS," "SWEEPSTAKES," OR ANY OTHER FORM OF SOLICITATION; OR (E) IS OTHERWISE OBJECTIONABLE IN TALENOX'S SOLE JUDGMENT;

TO SOLICIT PERSONAL INFORMATION FROM OR OTHERWISE COLLECT INFORMATION REGARDING ANYONE UNDER THE AGE OF 13; TO HARVEST OR COLLECT EMAIL ADDRESSES OR OTHER CONTACT INFORMATION OF OTHER USERS FROM THE SERVICE BY ELECTRONIC OR OTHER MEANS FOR THE PURPOSES OF SENDING UNSOLICITED EMAILS OR OTHER UNSOLICITED COMMUNICATIONS; TO ADVERTISE OR OFFER TO SELL OR BUY ANY GOODS OR SERVICES FOR ANY BUSINESS PURPOSE THAT IS NOT SPECIFICALLY AUTHORIZED;

TO MODIFY, ADAPT OR HACK THE SERVICE, OR OTHERWISE ATTEMPT TO GAIN UNAUTHORIZED ACCESS TO THE SERVICE OR ITS RELATED SYSTEMS OR NETWORKS;

TALENOX RESERVES THE RIGHT TO REFUSE TO TRANSMIT OR TO REMOVE ANY INFORMATION OR MATERIALS, IN WHOLE OR IN PART, THAT, IN ITS SOLE DISCRETION, TALENOX DEEMS UNACCEPTABLE, UNDESIRABLE, INAPPROPRIATE OR IN VIOLATION OF ANY LAW OR THESE TERMS.

IN ADDITION TO TALENOX'S RIGHTS AS SET FORTH IN THE TERMINATION SECTION OF THESE TERMS, TALENOX RESERVES THE RIGHT, IN ITS REASONABLE DISCRETION, TO TEMPORARILY SUSPEND YOUR ACCESS TO AND USE OF THE SERVICE: (A) DURING PLANNED DOWNTIME FOR UPGRADES AND MAINTENANCE TO THE SERVICE (OF WHICH TALENOX SHALL USE COMMERCIALY REASONABLE EFFORTS TO NOTIFY YOU IN ADVANCE); (B) DURING ANY UNAVAILABILITY CAUSED BY CIRCUMSTANCES BEYOND TALENOX'S REASONABLE CONTROL, SUCH AS, WITHOUT LIMITATION, TECHNICAL FAILURES BEYOND TALENOX'S REASONABLE CONTROL (SUCH AS, WITHOUT LIMITATION, INABILITY TO ACCESS THE INTERNET OR FAILURE OF INFRASTRUCTURE SYSTEMS), ACTS OF WAR, ACTS OF TERROR OR OTHER CIVIL UNREST, ACTS OF VANDALISM, NATURAL DISASTER OR OTHER ACTS OF GOD, STRIKE, UNAVAILABILITY OF ENERGY SOURCES, ACTS OF GOVERNMENT, OR ACTS UNDERTAKEN BY THIRD PARTIES, INCLUDING WITHOUT LIMITATION, DISTRIBUTED DENIAL OF SERVICE ATTACKS (COLLECTIVELY, "FORCE MAJEURE EVENTS"); OR (C) IF TALENOX SUSPECTS OR DETECTS ANY MALICIOUS SOFTWARE CONNECTED TO YOUR ACCOUNT OR USE OF THE SERVICE BY YOU, OR YOUR AGENTS OR END USERS.

GRANT OF LIMITED LICENSE

Any software that may be made available by Talenox in connection with the Service ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this Agreement, Talenox grants to you a non-exclusive, non-transferable, limited license to use the Software solely for the purpose of accessing and using the Service in accordance with these Terms during the term of this Agreement.

The Service is provided on an "AS IS" and "AS AVAILABLE" basis. You agree not to do any of the following:

Copy the source code of the Service or its content,

Translate the Service or its content,

Reverse engineer (or make any attempt to discover the source code of the Service), disassemble, modify, decompile, alter, duplicate, or make copies of the Service, or the Site,

Harass, threaten, embarrass or cause distress or discomfort to any End User, or any other individual or entity,

Access the Service by any means other than through the interface that is provided by Talenox for use in accessing the Service,

Impersonate any other person or entity, including without limitation any Talenox official, or misrepresent your affiliation with any other person or entity, or

Send unsolicited bulk email (spam) with a link to the Service (including button code or monitor tag) or the Site, or a link to a website that contains a link to the Service or the Site.

INTELLECTUAL PROPERTY RIGHTS AND PRIVACY

You acknowledge and agree that Talenox is the sole owner of the Service including without limitation, all applicable copyrights, patents, trademarks, and trade secrets, database rights, treaties, and all other intellectual property rights appurtenant thereto. Personally identifiable data collected by Talenox in the course of fulfilling its obligations under this Agreement shall be used by Talenox in accordance with the then-current Talenox privacy policy. You acknowledge that no title to the intellectual property in the Service transfers to you as a result of your Subscription or other use of the Service. You further acknowledge that title and full ownership rights to the Service will remain the exclusive property of Talenox and you will not acquire any rights to the Service except as expressly set forth herein. You are not permitted to disseminate any information that is made available to you, as a licensee, by Talenox, including without limitation, Login Credentials. Any rights not expressly granted herein are reserved.

DISCLAIMER OF WARRANTIES

THE SERVICE IS PROVIDED "AS IS, AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, TALENOX SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO:

ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, INTEROPERABILITY, OR CONTENT OF THE SERVICE; AND

ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER APPLIES TO ANY DAMAGES OR INJURY CAUSED BY THE SERVICE, INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY OR ERROR IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD.

It is your sole responsibility to isolate the service and execute anti-contamination services and otherwise take steps to ensure that services or other information obtained from the Service, if contaminated or infected, will not damage your information or system. Talenox makes no warranty regarding any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from Talenox, shall create any warranty not expressly made herein. Talenox assumes no responsibility for the deletion or failure to store, deliver or timely deliver any information.

LIMITATION OF LIABILITY

IN NO EVENT SHALL TALENOX, ITS OFFICERS, DIRECTORS, EMPLOYEES, ADVISORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS, BE LIABLE TO ANY PERSON: FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION AND THE LIKE), IN ANY WAY ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SERVICE, EVEN IF TALENOX SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE; OR

FOR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN, OR DESTRUCTIVE PROPERTIES OF THE SERVICE, OR ANY OTHER SOFTWARE OR OTHER CONTENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, TALENOX'S LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

YOU AGREE THAT IN NO EVENT WILL TALENOX'S TOTAL LIABILITY EXCEED THE TOTAL OF THE FEES, IF ANY, PAID BY YOU FOR YOUR SUBSCRIPTION DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE ALLEGED CLAIM OR ALLEGED CAUSE OF ACTION.

EXPORT RESTRICTIONS

You agree that you will not share the Service to any country, person, entity, or end user in violation of the Republic of Singapore's export restrictions.

INDEMNIFICATION

Talenox will indemnify and hold you harmless, from and against any claim against you by reason of your use of the Service as permitted hereunder, brought by a third party alleging that the Service infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"). Talenox shall, at its expense, defend such IP Claim and pay damages finally awarded against you in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Talenox for such defense, provided that (a) you promptly notify Talenox of the threat or notice of such IP Claim, (b) Talenox will have the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such IP Claim, and (c) you fully cooperate with Talenox in connection therewith. If use of the Service by you, Agents or End Users has become, or in Talenox's opinion is likely to become, the subject of any such IP Claim, Talenox may at its option and expense (a) procure for you the right to continue using the Service as set forth hereunder; (b) replace or modify the Service to make it non-infringing; or (c) if options (a) or (b) are not commercially and reasonably practicable as determined by Talenox, terminate your Subscription and repay you, on a pro-rated basis, any prepaid portion of fees attributable to the remainder of the term of your Subscription, previously paid to Talenox. Talenox will have no liability or obligation under this Indemnification Section with respect to any IP Claim if such claim is caused in whole or in part by (a) compliance with designs, data, instructions or specifications provided by you; (b) modification of the Service by anyone other than Talenox; or (c) the combination, operation or use of the Service with other hardware or software where the Service would not by itself be infringing.

The provisions of this Indemnification Section state the sole, exclusive and entire liability of Talenox to you and constitute your sole remedy with respect to an IP Claim brought by reason of access to or use of the Service by you, Agents or End Users.

By using the Service, you agree to indemnify and hold Talenox harmless from and against any claims brought against Talenox arising in connection with or related to the use of the Service by you, Agents or End Users in breach of any of the provisions, terms or conditions set forth in these Terms, provided that Talenox promptly notifies you of the threat or notice of such a claim.

TERMINATION

Either Talenox or you may terminate these Terms and your Subscription as of the end of your then-current Subscription Term upon written notice to the other, on or prior to the date thirty (30) days preceding the end of such Subscription Term. Unless your Subscription is so terminated, your Subscription will renew for a Subscription Term equivalent in length to the then-expiring Subscription Term. Unless otherwise agreed to in writing, the fees applicable to your Subscription for any such subsequent Subscription Term shall be Talenox's standard fees for the Service plan to which you have subscribed as of the time such subsequent Subscription Term commences.

No refunds or credits for fees or payments will be provided to you if you elect to terminate your Subscription prior to the end of your then-effective Subscription Term. Following the termination or cancellation of our Subscription, Talenox reserves the right to delete all Your Content in the normal course of operation. Your Content cannot be recovered once your Subscription is cancelled.

If you terminate your Subscription prior to the end of your then-effective Subscription Term, or Talenox effects such termination or cancellation under these Terms, in addition to other amounts You may owe Talenox, You must immediately pay any then unpaid Subscription charges associated with the remainder of such Subscription Term. Such amounts and charges will not be payable by you in the event you terminate Your Subscription to the Service or cancel Your account as a result of a material breach of these Terms by Talenox, provided that you provide advance notice of such breach to Talenox and afford Talenox not less than thirty (30) days to reasonably cure such breach.

Talenox may, in its sole discretion, terminate, discontinue or modify the Service or your use of the Service (or any part thereof), permanently or temporarily, if Talenox believes that you, Agents or End Users have violated these Terms. Unless legally prohibited from doing so, Talenox will use commercially reasonable efforts to contact you directly via email or your account to notify you prior to taking any of the foregoing actions detailed in this paragraph. Talenox shall not be liable to you, Agents, End Users or any other third party for any such modification, suspension or discontinuation of your rights to access and use the Service. Any suspected fraudulent, abusive, or illegal activity by you, Agents or End Users may be referred to law enforcement authorities at Talenox's sole discretion.

Upon termination of your Subscription, you will immediately cease all use of the Service and any documentation provided to you and return or destroy all copies thereof. Your right and license to use the Service shall immediately cease upon termination. You shall thereafter have no right, and Talenox shall have no obligation, to forward Your Content or any messages or information to you, your End Users or any other third party. Except as otherwise expressly provided herein, all accrued rights to payment and all sections of these Terms which by their nature should survive termination will survive termination, including, without limitation, restrictions on the use of the Service, payments obligations for any amounts owed, indemnities, warranty disclaimers, and limitations of liability. Termination is not an exclusive remedy and we reserve all other available remedies in contract, law or equity.

PAYMENT

To the extent the Service or any portion thereof is made available for any fee, you will be required to select a Subscription payment plan and provide Talenox information regarding your credit card or other payment instrument. You represent and warrant to Talenox that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to

pay Talenox the amount that is specified in Your selected Subscription payment plan in accordance with the terms of such plan as presented on the Site or any order form provided by and entered with Talenox (“Talenox Order Form”). You hereby authorize Talenox to bill your payment instrument in advance on a periodic basis in accordance with the terms of the applicable payment plan until you terminate your Subscription, and you further agree to pay any charges so incurred. If you dispute any charges you must let Talenox know within sixty (60) days after the date that Talenox bills your payment instrument. Unless otherwise stated, Our charges do not include any taxes, levies, duties or similar governmental assessments (collectively “Taxes”). You shall be responsible for all taxes associated with your Subscription.

FORCE MAJEURE

Talenox shall not be liable to you, your Agents, End-Users or any other person for any delay or failure in the performance of this Agreement or for loss or damage of any nature whatsoever suffered by you or such persons due a Force Majeure Event.

EXPORT

Each party shall comply with the export laws and regulations of the Republic of Singapore and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a Singapore government embargo or (ii) is listed on any Singapore government list of prohibited or restricted parties.

OTHER SERVICES

You may be able to enable, access or use third party products, applications, services, software, products, networks, systems, directories, websites, databases and information which the Service links to, or which you may connect to or enable in conjunction with the Service, including, without limitation, products or services provided by affiliates of Talenox (collectively, “Other Services”). If you decide to enable, access or use Other Services, be advised that your access and use of such Other Services is governed solely by the terms and conditions of such Other Services, and Talenox does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Other Services, including, without limitation, their content or the manner in which they handle data (including Your Content) or any interaction between you and the provider of such Other Services. You irrevocably waive any claim against Talenox with respect to such Other Services. Talenox is not liable for any damage or loss caused or alleged to be caused by or in connection with your enablement, access or use of any such Other Services, or your reliance on the privacy practices, data security processes or other policies of such Other Services. You may be required to register for or log into such Other Services on their respective websites. By enabling any Other Services, you are expressly permitting Talenox to disclose your account credentials as well as Your Content as necessary to facilitate the enablement and use of such Other Service.

MISCELLANEOUS

These Terms and any Talenox Order Form (the "Agreement") constitute the entire agreement, and supersede any and all prior agreements or understandings between you and Talenox with regard to the subject matter hereof. These Terms and any Talenox Order Form shall apply in lieu of the terms or conditions in any purchase order or other order documentation you or any Entity which you represent provide (all such terms or conditions shall be null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties, or commitments which may be relied upon by either party with respect to the subject matter hereof.

Notwithstanding the foregoing, additional terms may apply to certain features of the Service (the "Additional Terms"). The Additional Terms will be considered incorporated into these Terms when you activate the feature. Where there's a conflict between these Terms and the Additional Terms, the Additional Terms will control.

Talenox may amend these Terms from time to time, in which case the new Terms will supersede prior versions. Talenox will notify you via the Site or your account no less than ten (10) days prior to the effective date of any such amendment and your continued use of the Service following the effective date of any such amendment may be relied upon by Talenox as your consent to any such amendment. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

You may not assign this Agreement without the prior written consent of Talenox. Talenox may transfer, assign, sublicense or pledge, in any manner whatsoever, any of its rights and obligations under this Agreement to a subsidiary, affiliate, or successor thereof, or to any third party whatsoever, without notifying you or receiving your consent.

Any waiver (express or implied) by Talenox of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. No provision of the Agreement may be waived except by a written instrument expressly waiving such provision and signed by a duly authorized officer of Talenox.

By entering into this Agreement, you acknowledge that you are transacting business with Talenox in the Republic of Singapore. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the Republic of Singapore, without regard to the principles of conflicts of law and, unless otherwise elected by Talenox in a particular instance, you hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and state courts located within the Republic of Singapore for the purpose of resolving any dispute relating to your access to or use of the Service. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.