

Terms and Conditions

Please read these Terms and Conditions ("**Terms**") carefully before accessing and using NTU CareerAxis operated by Nanyang Technological University, Singapore ("**NTU**" or "**we**").

"**User(s)**" means user(s) who access and/or use this Site, including you.

"**User Submissions**" means any and all information, data and Personal Data of NTU students / graduates which you may directly or indirectly collect, use and/or disclose via this Site as permitted by these Terms.

"**Personal Data**" has the same meaning as defined in the PDPA.

"**PDPA**" means Singapore Personal Data Protection Act 2012 and all related subsidiary legislation, as amended from time to time.

"**Purposes**" means the permitted purpose(s) for which Users use and access this Site.

By accessing and/or using this Site, you are deemed to have fully accepted and agree to be bound by these Terms. Your access and use of this Site is conditioned on your said acceptance of and compliance with these Terms.

1. Personal Data Privacy Statement / Personal Data Protection Agreement

1.1 You agree that NTU may collect, use and disclose your Personal Data pursuant to the [NTU Privacy Statement](#).

1.2 You may wish to collect, use and/or disclose the User Submissions via this Site and NTU may from time to time disclose User Submissions to you in connection with the Purposes and you undertake that when dealing with the User Submissions, you shall:

- (a) only collect, use and disclose the User Submissions in accordance with the Purposes;
- (b) take appropriate technical and organisational measures to protect the User Submissions against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure, or access and against all other unlawful forms of processing. Such measures shall be applied to all operating procedures and ensure a level of security appropriate to the risks represented by the processing and the nature of the User Submissions to be protected, having regard to the state of the art and the cost of implementation;
- (c) promptly give NTU notice in writing (in any no later than 48 hours) should you be aware of, or reasonably suspect, that any of the events referred to in Clause 1.2(b) above has occurred and promptly take all steps necessary to remedy the event and prevent its re-occurrence;
- (d) not retain the User Submissions for any longer than is necessary for the Purposes;
- (e) limit disclosure of the User Submissions to your employee(s) on a need to know basis and ensure that they comply with these Terms;
- (f) not disclose, share or permit access of the User Submissions to your affiliates unless you have obtained the relevant NTU student's / graduate's prior written

consent;

- (g) ensure that the User Submissions remain under your control at all times;
- (h) not disclose the User Submissions to a third party without NTU's prior written consent;
- (i) not transfer the User Submissions outside of Singapore except in accordance with the PDPA;
- (j) not (and ensure that your employees shall not) alter or modify any part of the User Submissions;
- (k) comply with all applicable laws, regulations, by-laws, rules and guidelines

2. Disclosure to Third Parties by NTU

2.1 We may need to disclose your Personal Data to third parties, whether located within or outside Singapore for the Purposes. Without limiting the generality of the foregoing, such parties may include:

- (a) organisations with which NTU is collaborating with and/or whom NTU is partnering with for the Purposes; and/or
- (b) any of NTU's agents, contractors or third-party service providers who process your personal data on NTU's behalf.

Note: If you wish to withdraw your consent and/or authorisation at any time, please contact Career & Attachment Office at careeraxis@ntu.edu.sg.

3. Rules about use of this Site

- 3.1. You agree to comply with NTU's [Acceptable IT Usage Policy](#) at all times and all applicable laws.
- 3.2 You certify that the information you have provided to NTU via the Site is correct. Your use of this Site may be terminated if any of the information is found to be false.
- 3.3 We will use reasonable endeavours to correct any errors or omissions on this Site as soon as practicable after being notified of them. However, we do not guarantee that this Site will be free of faults, and we do not accept liability for any such faults, errors or omissions.
- 3.4 We do not warrant that your use of the Site will be uninterrupted, and we do not warrant that any information (or messages) transmitted via this Site will be transmitted accurately, reliably, in a timely manner or at all. Notwithstanding that we will try to allow uninterrupted access to this Site, access to this Site may be suspended, restricted, or terminated at any time.
- 3.5 We do not give any warranty that the Site is free from viruses or anything else which may have a harmful effect on any technology.
- 3.6 We reserve the right to change, modify, substitute, suspend or remove without notice any information on this Site from time to time. Your access to this Site may also be occasionally restricted to allow for repairs, maintenance or the introduction of new

facilities or services. We will attempt to restore such access as soon as we reasonably can. We reserve the right to withdraw any information from this Site at any time.

- 3.7 We reserve the right to block access to and/or to edit or remove any material which in our reasonable opinion may give rise to a breach of these Terms.

4. Security

- 4.1. The security of your Personal Data is important to us but no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

5. Links To Other Web Sites

- 5.1. This Site may contain links to third-party web sites or services that are not owned or controlled by us.
- 5.2. We have no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. We shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods, or services available on or through any such web sites or services.

6. Changes

- 6.1. NTU reserves the right to update, revise, supplement and otherwise modify these Terms from time to time. Any such changes will be effective immediately. Users are encouraged to review the most current version of the Terms on a periodic basis for changes. Your subsequent or continued access and/or use of this Site following the posting of any changes constitutes your acceptance of those changes. If you object to any changes to this Terms, your only remedy is to immediately discontinue your use of this Site.

7. Suspension and Termination

- 7.1. We may suspend your use of this Site if you (or anyone other than you, with your permission uses this Site) breach any of these Terms. We may further refuse to restore your use of this Site until we receive your assurance, in a form we deem acceptable, that you will not commit a further breach of any of these Terms.

8. Disclaimer and Exclusion of Liability

- 8.1. This Site and its information are provided on an "as is, as available" basis without any warranties whether express or implied.
- 8.2. NTU has no control over the User Submissions and:
 - (a) will not screen or review the User Submissions to determine suitability for employment;
 - (b) will not be responsible recruiting, hiring, or any other decisions related to employment with respect to the User Submissions or any individuals or companies accessing and/or using the Site;

- (c) will not be responsible for any decisions the Users make in connection with the User Submissions;
 - (d) expressly disclaims as to (i) the quality, truth, accuracy, reliability, completeness or timeliness of the User Submissions; (ii) the ability of a potential employer to offer opportunities to individuals, or the ability of individuals to fill job openings;
 - (e) makes no representations or warranties about any User Submissions, User or any individual; and
 - (f) will not be involved in any interactions between the Users, any company or individual.
- 8.3. To the fullest extent permitted by applicable law, we disclaim all representations, conditions and warranties relating to your use of the Site and its contents, including in relation to any inaccuracies or omissions in the Site, warranties of merchantability, quality, fitness for a particular purpose, accuracy, availability, non-infringement, or implied warranties from course of dealing or usage of trade.
- 8.4. We do not warrant that the Site will always be accessible, uninterrupted, timely, secure, error free or free from computer virus or other invasive or damaging code or that the Site will not be affected by any acts of God or other force majeure events, including inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunications equipment or facilities and failure of information technology or telecommunications equipment or facilities.
- 8.5. In no event will we be liable for any loss of profits, loss of goodwill, loss of use, loss of production or business interruption costs, or any type of indirect, special, consequential or incidental damages however arising.
- 8.6. NTU shall not be liable for User Submissions or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.
- 8.7. You understand that when using the Site, you will have access to User Submissions from a variety of sources, and that NTU is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may access User Submissions that are inaccurate, offensive, indecent, or objectionable, and you waive any legal or equitable rights or remedies you have or may have against NTU with respect thereto. You also agree to indemnify and hold NTU harmless to the fullest extent allowed by law regarding all matters related to your access and/or use of the Site.

9. Indemnity

- 9.1. You agree to defend, indemnify and hold harmless, NTU, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Site and User Submissions; (ii) your violation of any of the Terms; or (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. This defense and indemnification obligation will survive these Terms and your use of the Site.

10. Intellectual Property Rights

- 10.1. All editorial content, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trademarks on the Site (collectively, “**Site Content**”) are protected by copyright laws and/or other laws and/or international treaties, and belong to us, our service providers and/or third parties (where applicable). You must not copy, reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate such Site Content, whether in whole or in part, unless expressly permitted by us, our suppliers and/or third parties (where applicable).
- 10.2. Unless expressly permitted by the Terms, we do not grant any express or implied licence or right to use any Site Content. Misuse of any Site Content is prohibited.
- 10.3. We will not hesitate to take legal action against any unauthorised usage of our Site Content. All rights not expressly granted are reserved.

11. Governing Law

- 11.1. The use of this Site and these Terms are governed by the laws of Singapore. Any dispute or claim in connection with these Terms shall be heard by Singapore Courts.

12. General

- 12.1. You agree that those who choose to access the Site do so on their own initiative and at their own risk, and are responsible for complying with all applicable laws, rules, and regulations. We may limit this Site's availability, in whole or in part, to any person, geographic area or jurisdiction in our sole discretion.
- 12.2. These Terms and any other legal notices published by NTU on this Site, shall constitute the entire agreement between you and NTU concerning this Site. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.
- 12.3. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and NTU's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

13. Contact Us

- 13.1. If you have any questions about these Terms, please contact us by sending an email to Career & Attachment Office at careeraxis@ntu.edu.sg.

Last modified 30 September 2024 by NTU Career and Attachment Office