

Terms and Conditions

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH ZEAL CARE LIMITED. ("ZEALCARE") OFFERS YOU (THE "CUSTOMER" OR "CLIENT" OR "YOU" OR "YOUR ") AN ACCOUNT (THE "ACCOUNT ") FOR USE OF THE ZEALCARE SERVICES (THE "SERVICES "). BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW AS WELL AS THE TERMS AND CONDITIONS PUBLISHED ON THE ZEALCARE WEBSITE AT WWW.ZEALCARE.COM (THE "WEBSITE "). IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SERVICE. ZEALCARE MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED AGREEMENT AT THE WEBSITE. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE SERVICE SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

1. THE SERVICE allow CLIENTS to register an account on the website, to be subsequently used for creating and managing online profiles for recruitment purposes. CLIENTS can communicate with one another through the built-in messaging system, which is also integrated with SMS or Email notifications. This functionality is available for selected users. ZEALCARE may terminate, change, suspend or discontinue the SERVICES, including the availability of any features of the WEBSITE, at any time. ZEALCARE may from time to time provide additional services, some of which subject to charges according to the sole discretion of ZEALCARE.
2. WEBSITE ACCOUNT (A) By accepting these terms, you confirm that you are capable of entering into a binding agreement. You must accurately complete any subscriber information requested by ZEALCARE. CLIENTS may periodically receive communications from ZEALCARE through the ZEALCARE messaging system when their account is active. CLIENTS may change these communications settings in their account settings or inform ZEALCARE to do so. (B) To open an account for usage of the SERVICES, the CLIENT must provide true and accurate information as indicated in the Online Registration Form (<https://www.zeal-care.com/en-hk/login/sign>) and shall promptly update such information to keep it true and accurate. For WEBSITE account services, the CLIENT will choose a username and password. The CLIENT is entirely responsible for the privacy, confidentiality and storage of their username and password. All WEBSITE activities that can be traced to the username of the CLIENT are deemed as having performed by CLIENT. ZEALCARE does not assume any liability for content of messages or emails sent and is exempt from any claim that may arise from third parties as a result of message or emails sent or received. You are fully responsible for any charges and liabilities incurred through the use of the SERVICES or Your Account and for any activities conducted through Your Account. In addition, ZEALCARE may temporarily or permanently disable access to Your Account if reports of unauthorized use are made against Your account. The CLIENT agrees to notify ZEALCARE immediately of any unauthorized use of the account at support@zealassociates.com.
3. PRIVACY POLICY See the ZEALCARE Privacy Policy at the WEBSITE www.zeal-care.com
4. USE OF ACCOUNT (A) You and anyone using Your Account must comply with all applicable laws and regulations in using the SERVICES. (B) ZEALCARE does not control the data or information of Your Account. Under no circumstances will ZEALCARE be liable in any way for any Content, including but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the user of any Content posted, emailed, or otherwise transmitted via the Service. (C) You agree to not use ZEALCARE services to provide third party recruitment services, or to facilitate such third party services. Clients who have created Domestic Worker accounts may not direct employers to third party employment agencies. (D) You agree that ZEALCARE has no responsibility or liability for the deletion or failure to store any

messages and other communications or other content maintained or transmitted by the SERVICES. You acknowledge that ZEALCARE reserves the right to log off or suspend Accounts that are inactive for an extended period of time. You further acknowledge that ZEALCARE reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice. (E) CLIENTS who have created Employer accounts on ZEALCARE and have hired a worker found through the ZEALCARE website agree to allow the worker at least 14 days (unless stated otherwise in employment contract agreed to by the worker) to transfer to another employer if the worker's services are no longer needed. This condition is waived if the employer has allegations of unlawful behaviour against the worker through a police report. (F) CLIENTS who have created Employer accounts and use ZEALCARE's service agree not direct business to a third party employment agency, otherwise we remain the right to sue and have your account deleted. (G) CLIENTS who have created Employer accounts agree to only post ads for full time foreign domestic worker jobs in Hong Kong. (H) Client agrees that ZEALCARE may terminate the Client's Account and use of the SERVICES if ZEALCARE believes Client has in any manner (i) violated the Terms and Conditions of the WEBSITE or any other services offered by ZEALCARE, (ii) violated this Agreement, (iii) provided ZEALCARE false, inaccurate or incomplete information, or (iv) violates any applicable law, regulation or rule of any state or country.

5. **BILLING AND PAYMENT** You agree to pay all charges that may be required for use of some SERVICES. All charges will be exclusive of Goods and Services Tax ("GST"), sales or other taxes, except as required by law or where indicated to be inclusive. ZEALCARE reserves the right to modify its prices, charges, or fees, provided that any changes shall be posted on the WEBSITE. You are therefore responsible for regularly reviewing the WEBSITE for information regarding fees and charges as well as changes to pricing. Continued use of or non-termination of the SERVICES shall be deemed to be acceptance of any posted changes in the prices for your use of the Services. (A) You expressly agree that all charges for payment of the SERVICES are final and non-refundable. You are responsible for all charges resulting from your use of the SERVICES. Once you sign up for the SERVICES and provide a form of payment, ZEALCARE will not provide you a refund for any charge made on your payments. (B) ZEALCARE shall have the right to terminate your account immediately, and you shall have no right to a refund of any service fees or charges, in the event you in any manner violate these Terms and Conditions or the Privacy Policy or any other applicable ZEALCARE policy, rule or conditions of use. While you may choose to terminate your account voluntarily at any time, you will not have a right to any refund of any service fees or charges. (C) You may terminate your account at any time by sending an email to support@zealassociates.com.
6. **INDEMNITY** You shall indemnify ZEALCARE against all claims that anyone threatens or makes against ZEALCARE relating to Your use of SERVICES or due to your breach, negligence or omission.
7. **LIMITATION OF LIABILITY** (A) ZEALCARE' Services and all information, products, and other content (including third party information, products, and content) are provided "as is" and are subject to change at any time. ZEALCARE disclaims all representations and warranties (express, implied and statutory, including but not limited to the warranties of merchantability and fitness for a particular purpose, and non-infringement of proprietary rights). (B) ZEALCARE shall not be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, unauthorized use, performance or non-performance of ZEALCARE' Services, even if ZEALCARE has been advised previously of the possibility of such damages and whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise.
8. **GOVERNING LAW** This Agreement shall be governed by and construed in all respects in accordance with the Laws of Hong Kong Special Administrative Region.