

Terms of Service

Dated: 26 July 2020

Acceptance of the Terms of Services

The following Terms of Service, together with the Privacy Policy and all other policies referenced herein or other documents to which they refer to constitute the binding legal agreement (this “Agreement”) between Guava Ai Ltd, Park Cottage, Sandford Lane, Reading, Berkshire, United Kingdom, registered in England and Wales (08668870), directly or it’s other subsidiaries (“guavaVet” “GuavaTree”) (collectively, “us”, “we,” or “Guava Ai” or “guavaVet” or “GuavaTree”) and you (“you” or the “User”) governing all use of the Guava Tree and guavaVet web and/or app-based online job boards and market place (the “Platform”).

General Use of Platform and Service

1. Guava Ai Ltd provides the Platform as a market place web and/or app-based job board intended for any individual or entity, being a User that uses any aspect of the Platform (“User”) as either: (i) an entity that is accessing a Platform to post a job or utilizing the services offered by Guava Ai Ltd from time to time to its Users (the “Service”) for any reason related to seeking candidates for employment opening (“Employer”) or (ii) an individual in search for employment openings in any capacity except as an Employer (“Job Seeker”). You may use the Platform and Service only for lawful purposes of self-employment or employment of candidates for your own needs within the stated context of Guava Ai Ltd.’s intended and acceptable use of the Platform.
2. Guava Ai Ltd is the sole interpreter of the Platforms’ intended and acceptable use that enables you to utilize the Platform. If you are downloading, accessing or using the Service on behalf of an entity, you represent and warrant that you are authorized to accept this Agreement on such entity’s behalf, and that such entity agrees to take responsibility for use of the Platform and Service in compliance with this Agreement and indemnify Guava Ai Ltd for your violation of this Agreement.
3. The profiles of Users contained in Guava Ai Ltd.’s search results are created by people over whom Guava Ai Ltd exercises no control. We cannot guarantee that Users are who they claim to be. We do not confirm the accuracy or completeness or any Job Listing or other information submitted by any User, including the identity of such User. Guava Ai Ltd assumes no

responsibility, and disclaims all liability, for the content, accuracy, completeness, legality, reliability, or availability of any Job Listing or other data and/or information available on the Platform.

4. Guava Ai Ltd does not verify, endorse or otherwise vouch for any Job Seeker or Employer. Guava Ai Ltd makes no representation concerning Job Seeker or Employer's qualifications nor does it sanction potential Job Seeker or Employer. In the event of a dispute between you and any Job Seeker or Employer, you shall indemnify and hold harmless Guava Ai Ltd arising out of or in any way connected with such disputes (including the recovery of legal costs on a solicitor own client basis).
5. If you are a Job Seeker you acknowledge and agree that:
 - I. Any resume, information, date, images, photo, materials or application information ("Profile") that you post, display, submit or otherwise make available through the Platform is subject to this Agreement. Without limiting the foregoing, however, please note that by making any Profile through the Platform, you are requesting and authorizing Guava Ai Ltd to make available your Profile to any Employer in the selected geographic location when you apply to such employer for the job vacancy advertised;
 - II. You acknowledge that we and Employers on the Platform rely on the accuracy and completeness of all information provided during the registration process and completing your Profile and updated on the Platform, and you warrant and represent that all information provided to us and on your Profile is accurate, complete and not misleading and remains so;
 - III. each Employer is responsible for any position or offer listed on the Platform ("Job Listing") and Guava Ai Ltd does not guarantee the validity of any Job Listing and Job Seekers should verify the validity of any Job Listing before taking any action affecting their current employment situations;
 - IV. Guava Ai Ltd does not have any obligation to screen any Job Listing, or to include any Job Listing in its search results or other listings, and may exclude or remove any Job Listing from the Platform for any or no reason;
 - v. Guava Ai Ltd assumes no responsibility, and disclaims all liability, for the content, accuracy, completeness, legality, reliability, or availability of any Job Listing or information included in Guava Ai Ltd.'s search results.

6. If you are an Employer, you acknowledge and agree that:
 - I. Your job posting will be accessible to other Users via the Platform for a period of 30 days after its posting, unless this term is extended in accordance with specific applicable conditions.
 - II. When you respond to or contact a Job Seeker, you are sharing that information with Guava Ai Ltd and asking us to share it with the Job Seeker;
 - III. We and Job Seekers on the Platform rely on the accuracy and completeness of all information provided during the registration process and completing each Job Listing and updated on the Platform, and you warrant and represent that all information provided to us and on your Job Listing is accurate, complete and not misleading and remains so;
 - IV. We have no control for the content of the Profiles and Guava Ai Ltd does not have any obligation to screen any Profiles, or to include any Profiles in its search results or other listings, and may exclude or remove any Profile from the Platform for any or no reason; and Guava Ai Ltd assumes no responsibility, and disclaims all liability, for the content, accuracy, completeness, legality, reliability, or availability of any Job Seeker that is included in Guava Ai Ltd.'s search results
7. Your use of the Platform may be suspended or cancelled at any time, for any reason, on a temporary or permanent basis. You must immediately cease using the Platform should you receive a notice suspending or cancelling your license to use the Platform.
8. Guava Ai Ltd reserves the right to suspend or terminate your access and use at any time if Guava Ai Ltd determines that you are in breach of this Agreement. Any termination shall take effect without prejudice to any damages that we might claim from you and your legal representatives, in compensation of the loss suffered as a result of any breach or otherwise provided under this Agreement.

Intellectual Property Rights

1. All (i) text on every page of the Platform, whether editorial, navigational, or instructional; (ii) logos, buttons, and other graphical elements on the Platforms; (iii) software including both client-side code and server-side code used by Guava Ai Ltd to provide Services; iv) colour combinations, button shapes, page layout, design and all other graphical elements of the Platform

("Guava Ai Ltd Content"), materials, methodologies, implementation plans or other intellectual property used during the provision of Services ("Guava Ai Ltd Materials"), the Platform and all right, title and interest therein are the sole property of Guava Ai Ltd or its licensors. Guava Ai Ltd Content and Guava Ai Ltd Materials are protected by copyrights, patents, trade secrets or other proprietary rights, some of them are also protected as registered or unregistered trademarks, trade names, and/or service marks owned by Guava Ai Ltd. We have moral and registered rights in the Guava Ai Ltd and other trademarks and you shall not copy, alter, use or otherwise deal in the marks without our prior written consent.

2. Except for the limited licenses expressly granted to you in this Agreement, Guava Ai Ltd reserves for itself and its licensors all other rights, title and interest. By using our Services, you do not acquire any ownership rights to Guava Ai Ltd Content or Guava Ai Ltd Materials contained therein. All Guava Ai Ltd Content remains our intellectual property, including (without limitation) any source code, product recipes, usage data, ideas, enhancements, feature requests, suggestions or other information provided by the Job Seeker or any Employer. Without limitation to the foregoing, you may not reproduce, modify, display, sell, or distribute Guava Ai Ltd Content or Guava Ai Ltd Materials, or use them in any other way for any purpose. Guava Ai Ltd reserves all rights not specifically granted herein. You shall not modify any copyright notices, proprietary legends, any trademark and service mark attributions, any patent markings, and other distinguishing marks of ownership on the materials accessed through the Platform other than your User Content.
3. License to use by Job Seekers. Guava Ai Ltd hereby grants you a limited, terminable, revocable, non-exclusive right to access and use the Platforms only for your personal use seeking employment opportunities for yourself, subject always to compliance with the terms of this Agreement. You agree that you are solely responsible for the content of any Profile you post to the Platform and any consequences arising from such Profile. Your use of the Platforms is a privilege. Guava Ai Ltd reserves the right to suspend or terminate that privilege for any reason at any time, in its sole discretion.
4. License to use by Employers. Guava Ai Ltd hereby grants you a limited, terminable, revocable, non-exclusive right to access and use the Platforms only for you and your affiliates internal business use seeking candidates for employment, subject always to compliance with the terms of this Agreement. This authorizes you to view and download the material on the Platforms solely for your personal use directly related to searching for and recruiting job prospects. You may not sell, transfer or assign any of the Services or your rights to use the Platform or any of the Services provided by Guava Ai Ltd to any third party without the express written permission of Guava Ai Ltd. You agree that you are solely responsible for the content

of any Job Listing you post to the Platform and any consequences arising from such Profile.

Account

1. You will need to register with Guava Ai Ltd and set up an account to access the Platform as either a Job Seeker or Employer and to use the Service and select your own sign-in ID and password to gain access to accounts. All accounts must have a valid associated mailbox for receiving electronic text mail.
2. We also may refuse to grant you a username that impersonates someone else, is protected by trademark or other proprietary right law or is vulgar or otherwise offensive. We may also release user information in the event we believe that you are in violation of this Agreement, or that you have used the Service to commit unlawful acts, or if the information is subpoenaed or otherwise requested by the authorities and/or if we deem it necessary and/or appropriate.
3. If you register, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by our registration form (including your email address or social network profile) and (b) be responsible for the confidentiality and use of your username and password and not transfer or resell your use of or access to the Service to any third party. Guava Ai Ltd is not responsible and disclaims all liability if your email is used improperly and falsely by a third party.
4. You agree to promptly update your account and other information, including your email address and payment method details, so we can complete your transactions and contact you as needed in connection with your transactions.
5. You cannot transfer your Guava Ai Ltd account another user or entity. To protect your account, keep your account details and password confidential. You are responsible for all activity that occurs under your Guava Ai Ltd account.
6. If you a Job Seeker you can create only one account. If you an Employer, you can create a master account and create multiple sub-accounts for each of the hiring locations. You may be charged a fee for creating the sub-account. Master account may provide access to and control over the following aspects of its sub-accounts: financial aspects; content availability and certain communication features. Correspondence that relates to a sub account's activity will be sent to the mailbox of the associated Account. The master account holder is jointly and severally legally and financially responsible for the actions of its sub account.
7. You must use your Guava Ai Ltd account to keep it active and unless you use the Account at least once a year we retain the right to close your account and terminate your access to the Platform and Services.

8. Subject to limitations of the terms of your subscriptions, you can cancel specific Services or close your Guava Ai Ltd account at any time and for any reason. To close your Guava Ai Ltd account, please contact Guava Ai Ltd support team at admin@guavavet.com
9. If your Services are cancelled or your Guava Ai Ltd account is closed (whether by you or us) your right to use the Services stops immediately and your licenses end and we will delete your Content associated with your Guava Ai Ltd account.

Employer Subscription

1. If you are an Employer, the Platform might allow you to pick from a number of subscription sets and subscription periods and other features that may be offered by Guava Ai Ltd from time to time. Fees for a subscription period are due as of on the day of the month when your subscription commenced and thereafter on the same date every month; your payment must be valid at the beginning of each subscription period. Your subscription will expire upon termination of the subscription period and will not renew. Unless otherwise consented to by Guava Ai Ltd all unused listings, features and other prepaid Services shall lapse upon termination or expiry of any subscription.
2. Depending on the circumstances, we might offer you trial subscription, in the form of either a free promotional trial or a discounted promotional trial (collectively, a “Promotional Trial”). When you sign up for a Promotional Trial your payment method will be authorized for up to approximately one subscription period of Service. Unless you cancel prior to the end of your Promotional Trial the first subscription period will commence at the end of your Promotional Trial.

User Content

1. The Platform allows Users to post, submit, display, or otherwise make available on the Platform Job Listings, Profiles or any other information, images, messages, and other materials (“User Content”). Users may occasionally post User Content, including messages or statements that are misleading, deceptive, or downright wrong. Guava Ai Ltd does not endorse and is not responsible for any opinion, advice, information, or statement contained in the User Content made or displayed on the Platform by Users. You acknowledge that by accessing the Platform, you may come into contact with content that you may find inappropriate and you acknowledge that Guava Ai Ltd shall have no liability to you for such content.
2. Users must not post User Content or information that is unlawful, fraudulent, discriminatory, threatening, abusive, libellous, defamatory, obscene or otherwise objectionable or that contains sexual, ethnic or racial

or other discriminating slurs, or material which contains no relevant or constructive content, which goes beyond profanity into obscenity or abhorrence, or which is otherwise in violation of the law. Users are also prohibited from posting any User Content that contains proprietary information, trade secrets or confidential information. User Content may not contain any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities, or other unsolicited commercial communication (except as otherwise expressly permitted by us), or encourage or cause spamming or flooding. You will have to comply with requirements for User Content specified by us.

3. You are prohibited from posting any User Content containing official identification information (whether your own or of another person) on the Platform, such as social security number, passport number, national identification number, insurance number, driver's license number, immigration number, or any other similar number, code, or identifier. Including such identification information in any Profile may lead to identity theft and other adverse consequences, for which Guava Ai Ltd holds no responsibility. Guava Ai Ltd may remove such information but does not undertake any obligation to do so and undertakes no responsibility and disclaims all liability for posting of such information.
4. Although Guava Ai Ltd has no obligation to do so, Guava Ai Ltd may monitor User Content posted on the Platform and reserves the right to delete any User Content or portion thereof which violate the above rules, messages, topics that are unrelated to the specific portion of the Platform on which they are posted, advertisements, recruiting or other commercial messages, and any other User Content that Guava Ai Ltd deems in its sole discretion is inappropriate. If you believe a message violates our policies, please contact Guava Ai Ltd immediately so that we can consider its editing or removal. Guava Ai Ltd does not promise to remove any User Content and interpretation of whether User Content violates any Guava Ai Ltd policy always remains within the sole discretion of Guava Ai Ltd. Guava Ai Ltd reserves the right to disclose all User Content and other relevant information and the circumstances surrounding their transmission to any third party in order to operate the Platform and provide the Services properly; to protect itself, its partners and its visitors; and to comply with legal obligations or governmental requests.

Rights to Use User's Content

1. To the maximum extent permitted by law, you grant Guava Ai Ltd an unrestricted, non-exclusive, worldwide, perpetual, irrevocable, fully paid, royalty-free, sublicensable (through multiple layers of sublicensees) right and license to make, use, sell, sublicense, reproduce, distribute, perform, display, prepare derivative works from and otherwise exploit User Content

for any purpose relating the Platform, Services and its business.

Furthermore, you grant Guava Ai Ltd, its affiliates, and sublicensees the right to use your name and/or user name in connection with Guava Ai Ltd Content. When you apply for a job through Guava Ai Ltd you are sending your User Content to Guava Ai Ltd, and asking Guava Ai Ltd to share that User Content with a third party. You represent and warrant that: (i) you own User Content posted by you on or through the Platform or otherwise have the right to grant the license set forth in this section, (ii) the User Content does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person or entity, and (iii) the User Content does not result in a breach of contract between you and a third party. You agree to pay all royalties, fees, damages, and any other monies owed to any person or entity by reason of content you post on or through the Platform. You agree to defend and indemnify Guava Ai Ltd and its affiliates from any claims resulting from any content or materials you provide hereunder.

2. If you wish to revoke your license grant for any such User Content, please send a letter of request to our service address listed above with a copy of your passport or national identity card (for identity verification purposes) and request removal of such content. Your letter of request must include (a) the signature of the applicable rights holder for such content or a person authorized to act on behalf of the rights holder; (b) identification of the content for which the license is to be revoked and information reasonably sufficient to allow Guava Ai Ltd to locate and remove the content from the Platform; (c) your name, address, telephone number, and email address; (d) a statement that you have a good faith belief that you are the rights holder or authorized by the rights holder to revoke the license for the designated content; and (e) a statement that the information in the request is accurate, and under penalty of perjury, that you are the rights holder or are authorized to act on behalf of the rights holder with respect to such materials. There may be a charge for answering and executing such a request; please contact Guava Ai Ltd for more details.

Platform and Service Rules

1. Only registered account holder may access Platform and use the Service using the username and password provided for your account. You may not assign or delegate any of your rights or obligations hereunder without Guava Ai Ltd.'s prior written consent and any such attempt is void. Guava Ai Ltd may freely assign or delegate its rights and obligations hereunder without notice to you.
2. You agree not to access (or attempt to access) the Platform and/or Service by any means other than through the interface that is provided by Guava Ai Ltd, unless you have been specifically allowed to do so in a separate

agreement with Guava Ai Ltd. You agree that you will not engage in any activity that interferes with or disrupts the Platform and/or Service (or the servers and networks which are connected to the Platform). Unless you have been specifically permitted to do so in a separate agreement with Guava Ai Ltd, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Service for any purpose. You agree that you are solely responsible for (and that Guava Ai Ltd has no responsibility to you or to any third party for) any breach of your obligations under this Agreement and for the consequences (including any loss or damage which Guava Ai Ltd may suffer) of any such breach.

3. You may only use the Platform and any Services for the permitted purposes and in accordance with applicable law and you are prohibited from storing, distributing, or transmitting any unlawful material through the Platform and/or Services, otherwise you may be exposed to criminal and/or civil liability. You agree that if we have a third-party claim that User Content you have contributed is unlawful, you will bear the burden of establishing that it is lawful.
4. Some features of our Services may be subject to additional terms and conditions, which you should read before making use of those features, and they add up to this Agreement.
5. Subject to restrictions and limitations of your subscription, you may cancel a Service at any time, with or without cause, in which case you (i) you may not receive a refund; (ii) you may be obligated to pay cancellation charges under any subscription pending; (iii) you may be obligated to pay all charges made to your billing account for the Services before the date of cancellation; and/or (iv) you may lose access to and use of your account when you cancel the Services. If you cancel, your access to the Services ends at the end of your current subscription period for the Services or, if we bill your account on a periodic basis, at the end of the period in which you cancelled. To cancel a Service and request a refund, if you are entitled to one, visit the Guava Ai Ltd account management services.
6. You may cancel your subscription at any time you are responsible for payment for the remainder of the subscription period when you cancel during the subscription period. We do not provide refunds or credits for any partial-subscription periods, trial periods or unused content, unless we determine, in our sole judgment, that unusual circumstances require a refund.
7. We reserve the right to refuse to provide, suspend or discontinue the Services or close your Account, in whole or in part, at any time for any reason, including convenience, immediately and without notice. If we terminate your subscription or account for your breach of this Agreement, without limiting our rights and remedies, you acknowledge and agree that you shall not be entitled to any refunds or credits for any partial subscription periods and that we may immediately terminate your access to the Platform.

8. In order to use the Platform and access Services, you are required to have a computer, compatible mobile phone, digital pad, or handheld device, internet access, data/cellular plan, and the necessary minimum system specifications and operational software. You are responsible for providing all connections, plans, and/or equipment needed to use the Services and for paying the fees charged by the provider(s) of your connections, plans, and equipment. Those fees are in addition to any fees you pay us for the Services and we will not reimburse you for such fees.
9. The Services may be unavailable from time to time, may be offered on a limited basis, or may vary depending on your region or device. You acknowledge that we are not required to keep the Platform available for your use and we make no warranties as to its availability or that the Platform will operate continuously or error-free. We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages. We accept no responsibility for the unavailability of this Platform, or any offer of Services found on the Platform, or any interruption or malfunction for any reason whatsoever (including failures of our Internet provider or web hosting service provider, third-party intrusions or force majeure). Guava Ai Ltd is not liable for any disruption or loss you may suffer as a result of not being able to access the Platform or Services. In the event of an outage, you may not be able to retrieve your User Content.
10. You agree you shall not transmit to Guava Ai Ltd or upload as part of the Platform any Harmful Code or use or misappropriate the data on the Platform for your own commercial gain. "Harmful Code" shall mean any software (sometimes referred to as "viruses," "worms," "trojan horses," "time bombs," "time locks," "drop dead devices," "traps," "access codes," "cancelbots" or "trap door devices") that: (a) is intentionally designed to damage, disrupt, disable, harm, impair, interfere with, intercept, expropriate or otherwise impede in any manner, any data, storage media, program, system, equipment or communication, based on any event, including for example but not limited to (i) exceeding a number of copies, (ii) exceeding a number of users, (iii) passage of a period of time, (iv) advancement to a particular date or other numeral, or (v) use of a certain feature; or (b) would enable an unauthorized person to cause such result; or (c) would enable an unauthorized person to access another person's information without such other person's knowledge and permission.
11. Without our expressed written permission, you shall not copy any part of the Platform for your own commercial purposes, including: (i) replicate or use the details and profiles of any User; (ii) replicate all or part of the Services or Platform in any way; (iii) use any "deep-link", "robot", "spider", "page-scrape" or other automatic device, programme, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform, Profiles or any User Content, nor in any way reproduce or circumvent the navigational structure or presentation

of same, nor obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform; or (iv) incorporate all or part of the Platform in any other webpage, website, platform, application or other digital or non-digital format.

12. In connection with all use of the Platform: (i) you must act responsibly, professionally, for the purposes of your professional activity and in good faith; (ii) you do not engage in any discrimination, racism, defamatory, improper, indecent, offensive or other behaviour that incites hatred, discrimination, racism, fanaticism or physical violence of an individual or group; (iii) you must treat the Platform and its users with respect and will not partake in any conduct that could be considered bullying, harassment, degradation, insulting or otherwise demeaning (as determined by us); and (iv) you shall not represent or advocate illegal or immoral activities;

Without limiting the foregoing and by way of example only, Users may not:

- I. Generate or facilitate unsolicited commercial email (“spam”);
- II. Send, upload, distribute or disseminate or offer to do the same with respect to any unlawful, defamatory, harassing, abusive, fraudulent, infringing, obscene, or otherwise objectionable content;
- III. Intentionally distribute any Harmful Code;
- IV. Conduct or forward pyramid schemes and the like;
- V. Transmit content that may be harmful to minors, request or encourage sharing of personal information from minors;
- VI. Impersonate another person (via the use of an email address or otherwise) or otherwise misrepresent yourself or the source of any email;
- VII. Illegally transmit another’s intellectual property or other proprietary information without such owner’s or licensor’s permission;
- VIII. Use the Platform; to violate the legal rights (such as rights of privacy and publicity) of others;
- IX. Promote or encourage illegal activity;
- X. Interfere with other Guava Ai Ltd users’ enjoyment of the Platform;
- XI. Create multiple user accounts in connection with any violation of the Agreement or create user accounts by automated means or under false or fraudulent pretences;

- XII. Sell, trade, resell or otherwise exploit for any unauthorized commercial purpose or transfer any Guava Ai Ltd account;
 - XIII. Modify, adapt, translate, or reverse engineer any portion of the Platform, Guava Ai Ltd Content or Guava Ai Ltd Material;
 - XIV. Remove any copyright, trademark or other proprietary rights notices contained in or on the Platform;
 - XV. Reformat or frame any portion of the web pages that are part of the Platform without Guava Ai Ltd.'s explicit permission;
 - XVI. Contact other Guava Ai Ltd users about multi-level marketing (MLM) programs, jobs that require payment to start, and any topics Guava Ai Ltd considers detrimental to its users;
 - XVII. Create multiple Guava Ai Ltd accounts without permission;
 - XVIII. Bypass any limitations or suspensions of functionality;
 - XIX. Provide false information in the course of using the Platform and/or Service;
13. Guava Ai Ltd reserves the right to use a variety of methods to detect and address anomalous activity and screen content to track compliance with these terms and prevent abuse (such as spam). These efforts may on occasion result in a temporary or permanent suspension or termination of some functions for some users.

Payment Terms

1. Unless otherwise specifically agreed between Guava Ai Ltd and the User, the Services for Job Seekers are provided at no charge.
2. Employers may use the Platform at no charge during any trial phase specified by Guava Ai for any particular User or type of Users. Use of the Platform upon expiration of the trial phase and/or access to certain premium Services will be subject to a charge.
3. If there is a charge associated with your use of the Platform or a portion of the Services, you agree to pay that charge in the specified currency. Depending on your location, some transactions might require foreign currency conversion or be processed in another country. Your bank might charge you additional fees for those services when you use a debit or credit card.
4. To pay the charges for a Service, you will be asked to provide a payment method at the time you sign up for that Service. By providing Guava Ai Ltd with a payment method, you (i) represent that you are authorized to use the payment method that you provided and that any payment information you

- provide is true and accurate; (ii) authorize Guava Ai Ltd to charge you for the Services using your payment method; and (iii) authorize Guava Ai Ltd to charge you for any paid feature of the Services that you choose to sign up for or use. We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) on a recurring basis for subscription Services.
5. When you purchase the Services on a subscription basis (e.g., monthly, every 3 months or annually (as applicable)), you acknowledge and agree that you are authorizing recurring payment, and payments shall be made to Guava Ai Ltd by the method you have chosen at the recurring intervals you have agreed to. By authorizing recurring payments, you are authorizing Guava Ai Ltd to process such payments as either electronic debits or fund transfers, or as electronic drafts from your designated account (in the case of Automated Clearing House or similar payments), or as charges to your designated account (in the case of credit card or similar payments) (collectively, “Electronic Payments”). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Guava Ai Ltd or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee and to process any such payment as an Electronic Payment.
 6. We may suspend or cancel the Services if we do not receive an on-time, full payment from you for all charges. Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of your account and the Service, including subscription Services and User Content.
 7. You can purchase credits (“Guava Ai Ltd Credit”) using any payment method made available to you by Guava Ai Ltd from time to time. The Guava Ai Ltd Credit that you purchase will be applied to your User account (and sub-accounts) at the time of purchase. We will send you an acknowledgement of your order of Guava Ai Ltd Credit by email. Guava Ai Ltd Credit expires after a year and you will not be able to reactivate them. You will be able to use Guava Ai Ltd Credits for selected Services only.
 8. All prices are exclusive of VAT (unless specified on the Platform) and subject to change at any time. Guava Ai Ltd may collect VAT or other indirect taxes at the applicable rate for the particular country (as per applicable tax rules) at the time of payment for Services or purchase of Guava Ai Ltd Credit or at the time you use the Guava Ai Ltd Credit. You agree to pay any duties or taxes with respect to the Services and indemnify us against any claim arising from failure to make such payment.
 9. If any amount due remains unpaid, we may suspend or terminate your Account, charge damages, additional administration costs and interest (both before and after judgment) on the amount unpaid at the rate being the greater of (i) 10% per annum and (ii) the rate for the time being for a qualifying debt.

Refunds

1. Except as provided by law, all purchased Services, including subscriptions, are final and non-refundable. If you believe that Guava Ai Ltd has charged you in error, you must contact Guava Ai Ltd within 30 days of such charge. No refunds will be given for any charges more than 30 days old. Guava Ai Ltd reserves the right to refuse a refund request if it reasonably believes or suspects (i) that you are trying to unfairly exploit this refund policy, for example, by making repetitive refund requests in respect of the same product or feature; (ii) that you are in breach of the terms of this Agreement; (iii) that you are using any of the Service fraudulently. If you breach any clause of this Agreement, all payments are non-refundable and we may bill you for the remainder of the payments due for the purchased Services.

Change In Service and Terms

1. Guava Ai Ltd may change the terms of this Agreement or modify or discontinue, temporarily or permanently, the Service at any time, for any reason, and without notice by notifying you of such changes by any reasonable means, including by registered email or providing a revised Agreement through the Platform. You agree that Guava Ai Ltd shall not be liable to you or any third party for any modification or discontinuance of the Service. By using the Platform and/or any Service you agree that you are informed about the latest version of the applicable Terms of Services.
2. You are deemed by use of the Platform and Services after changes are made to this Agreement to have accepted and agreed to be bound by such changes.

Confidentiality

1. Users must maintain in confidence any written information that (“Confidential Information”): (i) contains personal information or, where applicable, details of the business of any of user; (ii) details the business of Guava Ai Ltd; (iii) contains personal information of any Job Seeker; and (iv) is identified by either party as confidential and/or proprietary, other than information that the relevant party can establish: (A) was in the public domain at the time it was disclosed; (B) was already in the possession of a party when given, without having been acquired (directly or indirectly) from the other party; or (C) was received from another person who had the unrestricted legal right to disclose that information free from any confidentiality obligation. These obligations continue in full force and effect after this Agreement ends.
2. Users must not: (i) use any of the Confidential Information except to the extent necessary to exercise its rights and perform its obligations under this Agreement; or (ii) disclose any of the Confidential Information, provided that each party may disclose Confidential Information that is required to be disclosed: (A) by law or by order of any court or tribunal of competent

jurisdiction; (B) by any government agency, stock exchange or other regulatory body; or (C) to its personnel and advisors, where the party informs the recipient of the obligations in relation to the Confidential Information under this Agreement.

3. If a User is required to make a disclosure of Confidential Information, that User must: (i) to the extent possible, notify the other party if it anticipates that it may be required to disclose any of the Confidential Information; and (ii) only disclose Confidential Information to the extent necessary to comply.

Privacy & Data

1. You accept our Privacy Policy and agree that you will not do anything that shall compromise compliance with the Privacy Policy nor do anything contrary to the Privacy Policy insofar as your use of the Platform is concerned. We may amend the Privacy Policy on notice and at our absolute discretion, and by continuing to use the Platform you accept such changes.
2. Each party (as applicable) warrants and represents that it has adopted and implements a privacy policy in compliance with the requirements of all applicable legislation in respect of all personal data provided to the other party in connection with the Services or otherwise under this Agreement. Without limitation, all necessary consent shall be obtained by any Employer from individuals for the purposes of facilitating the performance of the Services.
3. In respect of any data stored, processed or controlled by Guava Ai Ltd or otherwise on the Platform, the User acknowledges that the sole remedy shall be requiring Guava Ai Ltd to use reasonable endeavours to remove such data, or restore lost or damaged data.

Disclaimer of Warranties

1. Guava Ai Ltd does not guarantee traffic nor links on the Platform, Job Listings, Profiles or any specific results from the Services. You acknowledge that we are not responsible for the conduct or activities of any Job Seeker or Employer and that we are not liable for such under any circumstances.
2. Guava Ai Ltd disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material displayed in search results or posted on the Platform by Guava Ai Ltd or third parties. Guava Ai Ltd disclaims any responsibility for the deletion, failure to store, erroneous delivery, or untimely delivery of any information or material relating to the Service or use of the Platform. Guava Ai Ltd disclaims any responsibility for any harm resulting from downloading or accessing any information or material on the

Platform or accessed through the Platform. Under no circumstances shall Guava Ai Ltd be liable to you or any User on account of that User's use or misuse of or reliance on the Guava Ai Ltd Platform.

3. The platform, services, and all materials, information, user content, products and services included in the platform or any services are provided "as is," with no warranties whatsoever, either express or implied. Guava Ai Ltd and its licensors expressly disclaim to the fullest extent permitted by law all express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. Guava Ai Ltd and its licensors disclaim any warranties regarding the security, reliability, timeliness, and performance of the Guava Ai Ltd services and use of the platform. Guava Ai Ltd and its licensors disclaim any warranties for any information or advice obtained through the platform or any services. Guava Ai Ltd and its licensors disclaim any warranties for services or goods received through or advertised on the platform or received through any links provided by Guava Ai Ltd.
4. You understand and agree that you download or otherwise obtain material or data through the use of the platform or any services at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss or corruption of data that results from the download of such material or data.

Limitation of Liability

1. Under no circumstances shall Guava Ai Ltd or its licensors be liable to any user on account of that user's use or misuse of or reliance on the platform, arising from any claim relating to this agreement or the subject matter hereof. Such limitation of liability shall apply to prevent recovery of direct, indirect, incidental, consequential, special, exemplary, and punitive damages (including any loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss) whether such claim is based on warranty, contract, tort (including negligence), indemnity, equity, or otherwise, irrespective of whether Guava Ai Ltd or its licensors have been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any remedy. Such limitation of liability shall apply whether the damages arise from use or misuse of and reliance on the platform, from reliance or damage caused by information posted on the platform, from inability to use the platform, or from the interruption, suspension, or termination of platform (including such damages incurred by third parties). This limitation shall also apply with respect to damages incurred by reason of other services or goods received through or advertised on the platforms or received through any links provided in the platform. This limitation shall also apply, without limitation, to the costs of

procurement of substitute goods or services, lost profits, or lost data. Such limitation shall further apply with respect to the performance or non-performance of the platform or any information or merchandise that appears on, or is linked or related in any way to, the platform. Such limitation shall apply notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by law.

2. Without limiting the foregoing, under no circumstances shall Guava Ai Ltd or its licensors be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of Nature, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.
3. Certain rights and remedies may be available under consumer protection legislation (such as the Consumer Protection Act 1987, in the UK or similar legislation in other jurisdictions) and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, we and our related entities exclude all conditions and warranties that may be implied by law. To the extent permitted by law, our liability for breach of any implied warranty or condition that cannot be excluded is restricted, at our option to the re-performance of Services or payment of the cost of re-supply of Services.

Governing Law and Dispute Resolution

1. This Agreement and any dispute arising out of or in connection with this Agreement (“Dispute”) will be governed as to all matters, including, but not limited to the validity, construction and performance of this Agreement, by and under the laws of the United Kingdom - England and Wales.
2. In the event of a dispute, an amicable solution shall be sought before taking any legal action. If an amicable solution cannot be reached, any legal action shall be brought before the courts of United Kingdom - England and Wales.

Miscellaneous

1. The parties agree that this Agreement shall be accepted electronically and the agreement to the terms and conditions herein is formed and validly entered into electronically.
2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding

such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by Guava Ai Ltd. This Agreement, together with any amendments and any additional agreements you may enter into with Guava Ai Ltd in connection with the Platform, shall constitute the entire agreement between you and Guava Ai Ltd concerning the Platform.

3. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, void or unenforceable in any jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. The parties will negotiate in good faith to replace any such provision with a provision which is valid and enforceable and consistent with the intention of these Terms, so far as is reasonably practicable.
4. You and Guava Ai Ltd are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. We are not and cannot be a party to any transaction between any Job Seeker and Employer, including any resultant employment or other engagement.
5. User support for the Services may be available at admin@guavavet.com
6. You should address all correspondence relating to this Agreement to admin@guavavet.com providing sufficient details of your enquiry, comment or concern.
7. We may send you notices and other correspondence to the email address that you register on the Platform. It is your responsibility to notify us to update your contact details as they change.