

TERMS OF SERVICE

PHILJOBNET TERMS OF SERVICE Please read this carefully, this page states the Terms of Service (“TOS”) that govern your use and access to the services of www.philjobnet.ph website (“Phil-JobNet”). You agree to comply with its Terms and Conditions contain important information about your rights and obligations in accessing and using Phil-JobNet.

Each time you use Phil-JobNet, you agree to be bound by these TOS, the Department of Labor and Employment (DOLE) reserves the right to modify or revise the set of terms from time to time and will notify users of any changes made by posting notices in this site, you are hereby advised to review periodically. If you are entering into this TOS on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these TOS, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these TOS, you may not use our website or Services.

SPECIFIC TERMS OF USE

JOBSEEKERS

- a.1. agree to provide true, accurate, current and complete information and shall not create an account for anyone without permission.
- a.2. agree not to create more than one personal profile.
- a.3. agree to update promptly for any changes, whether they be in the personal information or job-related information.
- a.4. agree not to share user ID and password, let anyone else access your account, or do anything else that might jeopardize the security of your account.
- a.5. are advised to exercise due diligence in accepting job offers. They are also advised to verify any information provided by establishments to ensure its accuracy.
- a.6. agree that any personal information released to establishment through Phil-JobNet is given voluntarily with full understanding that it may be accessible to any user of PhilJobNet. They also agree to be responsible for the accuracy of any personal information they make available to or through PhilJobNet and agree further that DOLE shall not be held liable in any manner in connection with the personal information they have made available through PhilJobNet.
- a.7. permit DOLE and accredited establishments to conduct any pre-employment background check they deem necessary with no further notice or consent from you.
- a.8. agree that personal information will only be available to registered and accredited establishments. Should any of the said establishments choose to view or print the personal information, DOLE will not be responsible or held liable in any way if the establishment uses the jobseeker's personal data for any purpose other than consideration for employment.

ESTABLISHMENT AND/OR AUTHORIZED REPRESENTATIVE

b.1. agree that establishment module of PhilJobNet system can only be used by registered user if he/she is associated to the accredited establishment.

b.2. agree that registered users shall be associated to accredited establishment upon submission of Authorization To Represent from the establishment's legal or authorized representatives, and at the same time to register its details and use the services provided on behalf of the establishment.

b.3. agree that to be accredited by the DOLE Regional Offices having jurisdiction of the business operation shall submit the following:

BIR Certificate of Registration (Form 2303);and any of the following;

DTI/BDT Registration

DOLE License for Local Private Recruitment and Placement Agency

POEA License for Overseas Recruitment and Placement Agency

CDA Registration for Cooperatives

Business/Mayor's Permit

b.4. agree to ensure that their recruitment and placement process and procedures comply with all applicable Philippine laws.

b.5. agree that all information obtained from PhilJobNet database will not be use for sale or used to contact the jobseekers for solicitation to the applicants for purchase of any products or service, or for any purpose other than employment.

b.6. agree not allow or transfer to any third party the rights to access the service under their account.

b.7. agree to be solely responsible for maintaining the security of their user ID and password.

b.8. agree to use PhilJobNet hiring facility to provide an accurate job placement report.

b.9. agree that posting of job vacancy by Licensed Recruitment Agencies shall be allowed only if the said vacancy has an approved Job Orders from POEA.

b.10. agree that a suspension of the agency's license from DOLE or POEA will result in the suspension of agencies' account with Phil-JobNet. And further agree that the DOLE reserves the right to suspend accounts without prior notice.

Prohibition

Establishments agree not to use Phil-JobNet system for any of the following purposes:

illegal recruitment;

for manpower pooling purposes;

to post incomplete, false and information not their own;

to collect charges or fees from jobseekers or applicants, except placement fees authorized under existing rules and regulations;

to post job vacancies of Licensed Recruitment Agencies without approved Job Orders;

to ignore the PhilJobNet hiring facility for the job placement report;

to communicate with applicants for purposes other than employment;

to obtain in any way personal information about other users for purposes other than employment;

to revise or delete another user's information;

to violate or attempt to violate the security and privacy of PhilJobNet and its users by:

- accessing or attempting to access data that is not their own or not intended for them; and/or
- logging on or attempting to log on to an account that they are not authorized to access.

to advertise or promote other products/services such as:

- posting content or link that aims to drive traffic and promote products and services; and,
- posting content or link that are not in any way related to employment/recruitment.

YOUR REGISTRATION OBLIGATIONS

In order to use PhilJobNet Services, you must register on our PhilJobNet website and represent that you are an employable age and are not a person barred from PhilJobNet Services under this TOS. You also agree to:

(a) provide true, accurate, current and complete information about yourself or entity as prompted by PhilJobNet registration facility; and

(b) maintain and promptly update the information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, DOLE has a reasonable ground to suspend or terminate your account and refuse any and all current or future use of PhilJobNet Services.

DOLE is concerned about the safety and privacy of all users and to provide clients with accurate, timely, and reliable labor market information.

PRIVACY POLICY

This privacy policy covers on the collection, use and disclosure of your information. DOLE receives your information through our PhilJobNet website.

We at DOLE value the information that our clients and users share and disclose in our Phil-JobNet website. We exercise responsible use of all information given to us, and our commitment to guaranteed confidentiality and privacy of your personal information, such as your name, address, contact number, and other employment information shall be used for employment and labor market information purposes.

MEMBER ACCOUNT, PASSWORD AND SECURITY

You will ask to provide your password and email account during registration process. You are responsible for safeguarding and maintaining the confidentiality of the password and account and are fully responsible for all activities or actions that occur under your password or account. You agree to (a) immediately notify DOLE of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. DOLE cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

CONTENT ON THE SERVICES

You understand that all information, data, text, photographs, graphics, messages, or other materials ("Content") posted, are the sole responsibility of the person from whom such Content originated. This means that you, and not DOLE, are entirely responsible for all Content that you upload, post or otherwise make available via PhilJobNet Services. DOLE may not monitor or control the Content posted via PhilJobNet services and, as such, does not guarantee the accuracy, integrity or quality of such Content.

You agree to not use PhilJobNet Services to:

- a. upload, post or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. impersonate any person or entity, including, but not limited to, a DOLE/PESO officers and employees, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c. upload, post or otherwise make available any material that 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;
- d. collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through c above.

You acknowledge, consent and agree that DOLE may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the TOS; (iii) respond to claims that any Content violates the rights of third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property or personal safety of DOLE, its users and the public.

COMMENTS AND SUGGESTION

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to Phil-JobNet through its suggestion or feedback webpage, you acknowledge and agree that: (a) your Messages do not contain confidential or proprietary information; (b) DOLE is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) DOLE shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) your Contributions automatically become the property of DOLE without any obligation; and (e) you are not entitled to any compensation or reimbursement of any kind from DOLE under any circumstances.

INDEMNITY

By accessing and using Phil-JobNet, you agree to indemnify, and hold harmless the DOLE, its officers, employees and partners from and against any claims or demands, losses or damages, including attorney's fees, made by any third party due to or arising from or resulting from your use of PhilJobNet website or their breach of the terms of this agreement.

GENERAL PRACTICES REGARDING USE

You acknowledge that DOLE reserves the right to set your accounts to an inactive status for not updating your record for a period of six (6) months.

MODIFICATIONS TO PHIL-JOBNET SERVICES

DOLE reserves the right at any time and from time to time to modify or discontinue, temporarily PhilJobNet Services with or without notice. You agree that DOLE shall not be liable to you or to any third party for any modification, suspension or discontinuance of PhilJobNet Services.

SUSPENSION/TERMINATION

You may terminate your Phil-JobNet account, any associated establishment or company and access to PhilJobNet Services by submitting such termination request to DOLE.

You agree that DOLE may, without prior notice, immediately terminate, limit your access to or suspend your Phil-JobNet account, any associated establishment or entity, and access to PhilJobNet Services. Cause for such termination, limitation of access or suspension shall include, but not be limited to, (a) breaches or violations of this TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) engagement by you in fraudulent or illegal activities, and (d) allowing others to use your user ID and password.

Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in DOLE's sole discretion and that DOLE shall not be liable to you or any third party for any termination of your account, any associated establishment or entity, or access to PhilJobNet Services.

LINKS TO OTHER SITES

PhilJobNet Services may provide, or third parties may provide, links to other sites. However, these links do not in any way serve as an endorsement. You acknowledge and agree that DOLE is not responsible or liable for any information or materials obtained from external sites, and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

DISCLAIMER

The materials in this site are provided on a "as is" basis and do not offer warranties of any kind. All of the information in PhilJobNet system has been provided by the owners of the information themselves. DOLE does not guarantee the full efficiency, reliability, or accuracy of any material posted or obtained from PhilJobNet website is done at the user's own discretion and risk.

Classification codes used in PhilJobNet system, such as Philippine Standard Industrial Classification (PSIC), Philippine Standard Occupational Classification (PSOC), Philippine Standard Geographic Code (PSGC), and Standard Classification of Education (PSCED) are formulated and maintained by the National Statistical Coordination Board (NSCB).

GOVERNING LAW

This Agreement is governed by the laws of the Republic of the Philippines and users hereby submit to the jurisdiction of the Philippine Courts. Violation of Phil-JobNet terms and condition will result in immediate suspension of account access. Please report any violations to our Phil-JobNet Customer Care group.