

ChikaHire Terms & Conditions

Version 1.0

Effective Date: [Date]

Last Updated: [Date]

These Terms & Conditions ("Terms") govern the use of ChikaHire's website, forms, referral services, communications, and related services (collectively, the "Services").

By registering with ChikaHire, posting a job, submitting a referral, consenting to participate in a referral, or otherwise using the Services where acceptance of these Terms is requested, you agree to these Terms.

1. About ChikaHire

ChikaHire is a referral hiring platform that helps employers reach potential candidates through referrals from people and their networks.

ChikaHire facilitates referrals, candidate consent, introductions, and related hiring processes.

ChikaHire does not make hiring decisions on behalf of employers and does not guarantee that any candidate will be interviewed, offered employment, hired, or successful in a role.

Employers remain responsible for evaluating candidates and making their own recruitment and employment decisions.

2. Who May Use ChikaHire

Users must provide accurate information when using ChikaHire and must be legally capable of agreeing to these Terms.

A person using ChikaHire on behalf of a company, school, organization, or other entity represents that they are authorized to provide the information submitted and act on behalf of that organization where authorization is required.

ChikaHire may request information or documentation reasonably necessary to verify a user's identity, organization, authority, or eligibility to participate in the Services.

3. Employer Responsibilities

Employers agree to:

- provide accurate and non-misleading information about their organization and job opportunities;
- use candidate information only for legitimate recruitment and hiring purposes;
- evaluate candidates independently;
- provide reasonably accurate updates regarding referred candidates and hiring outcomes;
- notify ChikaHire when a job is filled, cancelled, postponed, changed, or otherwise closed;
- accurately report successful hires resulting from ChikaHire referrals;
- comply with applicable employment, labor, anti-discrimination, privacy, and other laws;
- honor applicable Referral Rewards and ChikaHire fees; and
- not circumvent ChikaHire to avoid Referral Reward or platform fee obligations.

Employers must not use ChikaHire for unlawful, fraudulent, misleading, discriminatory, or illegitimate employment opportunities.

4. Job Postings

An employer posting a job is responsible for ensuring that the information provided is accurate and that the person submitting the job is authorized to do so.

Each job posting may specify, among other information:

- the position;
- number of openings;
- qualifications;
- location and work arrangements;

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- Referral Reward; and
- applicable Referral Reward payment timing.

The employer determines the Referral Reward offered for a job.

ChikaHire may review a job posting and request clarification, correction, or additional information before making it available for referrals.

ChikaHire may reject, suspend, or remove postings that violate these Terms, applicable law, or ChikaHire's platform standards.

5. Closing a Job

Employers must notify ChikaHire when a job is closed and provide an accurate reason for closure.

Reasons may include:

- all openings filled through ChikaHire;
- openings filled through another source;
- hiring cancelled;
- hiring postponed;
- role changed or restructured; or
- another applicable reason.

Closing a job does not eliminate obligations arising from a successful hire or from conduct intended to circumvent an existing ChikaHire referral.

ChikaHire may contact candidates or referrers regarding the outcome of a closed job, including asking candidates what stage they reached in the hiring process.

6. Making a Referral

A person may submit a referral without first completing Referrer Registration.

However, Referrer Registration and any required identity and payment verification must be completed before ChikaHire can release a Referral Reward.

A referrer must submit referrals in good faith and have a genuine basis for recommending the candidate.

A close personal relationship is not required.

A genuine basis may arise from having worked, studied, trained, volunteered, collaborated, interacted, or otherwise had sufficient experience with the candidate to possess relevant knowledge about them.

A referral may also take into account credible first-hand feedback from people known to the referrer, provided the referrer also has some direct knowledge of or interaction with the candidate.

Merely finding someone online, seeing a public profile, or reading a résumé without any meaningful knowledge of or interaction with that person is not sufficient by itself to constitute a genuine referral.

Referrers must not knowingly submit false, fabricated, misleading, fraudulent, abusive, or reward-manipulating referrals.

7. Candidate Consent

A referrer is not required to obtain the candidate's consent before submitting a referral.

However, ChikaHire strongly encourages referrers to contact the candidate promptly after submitting the referral and inform them about the opportunity.

ChikaHire will seek the candidate's consent before sharing the candidate's identifiable information with the employer through the referral process.

Candidates may decline a referral.

A referral does not obligate a candidate to participate in the hiring process, attend an interview, accept an offer, or accept employment.

8. No Self-Referrals or Direct Applications

A person may not refer themselves for a ChikaHire job.

ChikaHire jobs operate through referrals. A person cannot directly apply to a ChikaHire-listed job through ChikaHire.

To become an active candidate for a ChikaHire-listed opportunity, the person must first be referred by an eligible referrer and provide the required consent.

9. Referral Attribution

Referral attribution determines which referrer may become eligible for the Referral Reward if the candidate is successfully hired.

9.1 First Valid Referral

Where more than one person refers the same candidate for the same job, priority begins with the first referral submitted to ChikaHire, subject to candidate consent and the priority rule below.

9.2 24-Hour Priority Period

The first referrer has a 24-hour priority period from the time the first referral is submitted.

If the candidate provides consent in connection with that referral within the 24-hour priority period, attribution remains with the first referrer.

If the first referrer's 24-hour priority period expires without the candidate providing consent in connection with that referral, a later referral through which the candidate subsequently provides consent may qualify for attribution.

ChikaHire's submission timestamps and consent records will be used in applying this rule.

9.3 Candidate Choice Does Not Override Attribution Rules

Candidates are not required to determine which referrer should receive a Referral Reward where more than one person has referred them.

ChikaHire will apply its referral attribution rules based on referral records, timestamps, consent records, and other relevant information.

10. Candidates Already Known to an Employer

A candidate is not automatically ineligible for a ChikaHire referral merely because the employer knows the candidate, possesses the candidate's résumé, previously received an application from the candidate, or has the candidate's information in its records.

However, a referral may be ineligible if, before the ChikaHire referral was submitted, the candidate was already being actively considered by that employer for the same role.

Active consideration may include an ongoing recruitment process such as active communication regarding the role, scheduled or completed interviews, assessments, offer discussions, or another demonstrable stage of active consideration.

An employer claiming that a candidate was already under active consideration may be required to provide reasonable dated evidence, such as a dated application, ATS record, email, interview invitation, or other recruitment record.

11. Referral Attribution During an Active Hiring Process

Once a referral has been validly attributed to a referrer, that attribution continues throughout the active hiring process for that particular opportunity.

If the employer ultimately hires the candidate through that hiring process, the applicable Referral Reward belongs to the attributed referrer, subject to these Terms and completion of applicable payment requirements.

12. Hiring a Referred Candidate for a Different Role

An employer may decide that a referred candidate is better suited to a different role.

If the employer wishes to hire the candidate for a different role as part of or arising from the original ChikaHire introduction or hiring process, the employer must inform ChikaHire and post the position through ChikaHire.

For such a hire, the Referral Reward for the new role may not be lower than the Referral Reward attached to the original job through which the candidate was introduced.

ChikaHire will inform the referrer of the applicable change.

This provision is intended to prevent a change in job title or position from being used to avoid the Referral Reward associated with the referral that produced the hire.

13. New Opportunities After a Previous Hiring Process Ends

A referrer does not acquire permanent or exclusive rights over a candidate.

If a candidate was not hired and the original hiring process has genuinely ended, the candidate may later be validly referred for a different ChikaHire job, including another job with the same employer.

A genuinely new job posting may have its own Referral Reward and commercial terms, even where the position is similar or identical to a position the employer previously filled.

For example, if an employer successfully fills one Math Teacher opening and three months later genuinely needs another Math Teacher, the employer may create a new ChikaHire job posting and determine a new Referral Reward for that new opening.

The Referral Reward from the previous filled vacancy does not automatically establish a minimum Referral Reward for the genuinely new vacancy.

14. Twelve-Month Anti-Circumvention Protection

ChikaHire referrals are protected against circumvention for 12 months from the candidate's introduction to the employer through ChikaHire.

If an employer hires a candidate as a result of a valid ChikaHire referral or introduction but attempts to complete the hire outside ChikaHire in order to avoid the applicable Referral Reward or ChikaHire platform fee, the original referral remains protected during this period.

Examples may include:

- closing a ChikaHire job and subsequently hiring a referred candidate outside ChikaHire as a continuation of the original hiring process;
- contacting and hiring a referred candidate directly in order to avoid ChikaHire fees;
- changing the job title or position primarily to avoid the original referral terms; or
- delaying a hire primarily to avoid Referral Reward or platform fee obligations.

The 12-month protection period does not give ChikaHire or a referrer ownership of a candidate, does not prevent candidates from pursuing other opportunities, and does not prevent employers from creating genuinely new job postings with new Referral Reward terms.

Where an earlier hiring process has genuinely ended and a candidate later participates in a separate ChikaHire referral for a new opportunity, that new referral may qualify independently.

15. Multiple Hires

Each successful hire is treated as a separate referral transaction.

If an employer hires more than one validly referred candidate, Referral Reward and ChikaHire platform fee obligations apply separately to each qualifying hire.

Where the employer originally posted fewer openings than the number of candidates it ultimately wishes to hire, the employer must notify ChikaHire so that the additional hiring requirement can be properly recorded.

16. Referral Rewards

Eligible ChikaHire job postings state the Referral Reward offered for a successful referral.

The attributed referrer receives 100% of the Referral Reward stated for the applicable job when the conditions for payment have been satisfied.

ChikaHire's platform fee is charged separately to the employer and is not deducted from the referrer's stated Referral Reward.

Referral Rewards become payable according to the payment timing selected for the applicable job. Payment timing may include payment after a successful hire, after a stated number of days following hire, after regularization, or according to another payment condition clearly disclosed for the job.

Before receiving payment, the referrer must complete Referrer Registration and any required identity and payment verification.

17. ChikaHire Platform Fee

Under ChikaHire's current commercial model, when a qualifying referred candidate is successfully hired, the employer pays the Referral Reward plus a ChikaHire platform fee equal to 20% of the Referral Reward.

The 20% platform fee is calculated in addition to the Referral Reward and is not deducted from the referrer's reward.

ChikaHire does not currently charge employers a job advertising fee.

Platform subscription arrangements, introductory offers, or future pricing may be governed by separate commercial terms communicated to employers.

Changes to future pricing will not retroactively reduce a Referral Reward already applicable to an existing valid referral.

18. Referral and Hiring Disputes

ChikaHire will administer referral attribution and Referral Reward eligibility disputes according to the published rules in these Terms.

ChikaHire may consider:

- referral submission timestamps;
- candidate consent records;
- communications;
- employer recruitment records;
- evidence of prior active consideration;
- job and hiring status;
- whether an earlier hiring process genuinely ended;
- whether a later opportunity constitutes a genuinely new vacancy;
- evidence of circumvention; and
- other reasonably relevant information.

ChikaHire may request supporting information from employers, referrers, or candidates.

Decisions will be based on the applicable ChikaHire rules and reasonably available evidence rather than an unrestricted discretion to assign Referral Rewards.

19. No Guarantee of Hiring Outcomes

ChikaHire does not guarantee that a job will receive referrals; that a referred candidate will be suitable, consent, respond, be interviewed, receive or accept an offer, or remain employed; or the performance or conduct of any employer, candidate, employee, or referrer.

Employers remain responsible for appropriate interviews, assessments, reference checks, lawful background checks, and other hiring due diligence.

20. No Employment, Recruitment Agency, or Partnership Relationship

Use of ChikaHire does not by itself create an employment, partnership, joint venture, agency, fiduciary, or similar relationship between ChikaHire and an employer, referrer, or candidate.

Referrers are not employees of ChikaHire merely because they make referrals or receive Referral Rewards.

NOTE FOR LEGAL REVIEW: This section should be reviewed by Philippine counsel before launch to ensure ChikaHire's actual operating model and regulatory classification are accurately described.

21. Personal Information

Users must handle personal information obtained through ChikaHire responsibly and only for legitimate purposes connected with the Services.

Employers must not sell, publicly disclose, misuse, or use candidate information for unrelated purposes without an appropriate lawful basis.

ChikaHire's processing of personal information is further described in the ChikaHire Privacy Policy.

22. Prohibited Conduct

Users must not:

- provide false or misleading information;
- impersonate another person or organization;
- submit fabricated, fraudulent, or abusive referrals;
- misuse candidate, referrer, or employer information;
- scrape or systematically extract personal information without authorization;
- interfere with ChikaHire's systems;
- manipulate referral attribution;
- collude to generate fraudulent Referral Rewards;
- conceal a successful hire to avoid payment obligations;
- circumvent ChikaHire to avoid an applicable Referral Reward or platform fee; or
- use ChikaHire for unlawful purposes.

23. Suspension or Removal

ChikaHire may restrict, suspend, or remove a user's access where reasonably necessary, including where a user violates these Terms, provides materially false or misleading information, misuses personal information, engages in fraudulent or abusive referrals, manipulates referral attribution, conceals hiring outcomes, attempts to circumvent payment obligations, or otherwise threatens users or the integrity of ChikaHire.

Where appropriate, ChikaHire may request clarification or supporting information before taking action.

24. Third-Party Services

ChikaHire may use third-party providers to operate parts of the Services, including forms, databases, hosting, communications, scheduling, analytics, identity verification, and payment-related services.

Use of third-party services may also be subject to those providers' terms and privacy practices.

Where third parties process personal information on ChikaHire's behalf, ChikaHire will use appropriate safeguards as required by applicable law.

25. Availability and Changes to the Services

ChikaHire is an evolving service. Features, processes, eligibility rules, and functionality may change as the service develops.

ChikaHire does not guarantee uninterrupted or error-free availability and may temporarily suspend functionality for maintenance, security, technical, or operational reasons.

26. Limitation of ChikaHire's Role

To the extent permitted by applicable law, ChikaHire is not responsible for independent employment decisions, workplace conduct, employment relationships, candidate performance, or representations independently made by employers, candidates, or referrers.

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited.

27. Intellectual Property

The ChikaHire name, branding, website content, designs, platform materials, and other proprietary materials belong to ChikaHire or their respective rights holders.

Users may not reproduce, distribute, commercially exploit, or represent ChikaHire materials as their own without authorization, except as permitted by law.

28. Changes to These Terms

ChikaHire may update these Terms as its Services, business model, or legal requirements develop.

Material changes will be communicated through appropriate means.

The version and effective date of the current Terms will be made available through ChikaHire.

Acceptance of a later version will be obtained where required or appropriate.

29. Governing Law

These Terms are governed by the laws of the Republic of the Philippines, without prejudice to rights that cannot lawfully be waived.

30. Contact

Questions about these Terms may be directed to:

ChikaHire

Operated by: Talera Corporation

Email: hello@chikahire.com

Address: Unit 01-10, Fort Legend Tower, BGC, Taguig.

Legal reference note

This founder/MVP draft is intended for review before publication. Relevant Philippine legal references include Republic Act No. 8792 (Electronic Commerce Act) and Republic Act No. 10173 (Data Privacy Act), including applicable rules and issuances of the National Privacy Commission. ChikaHire should obtain Philippine legal review, particularly for regulatory classification, enforceability, privacy implementation, and payment/tax obligations.