

# Terms & Conditions

**Last modified:** 20th of January 2020

This document sets out the Terms and Conditions ("**Terms**") on which Recruitee B.V. ("**Recruitee**"), with company number 63881829 and offices at Keizersgracht 313, 1016EE, Amsterdam will provide access to a recruitment solution to Subscriber and provide related Services.

## 0. Definitions

The definitions in these Terms can be used anywhere in the Agreement. If a Document has a separate definition, then that definition will apply in relation to that Document. Where the word "including" is used in this Agreement, it should be interpreted as "including, but not limited to". Definitions for terms will apply to both singular and plural uses of the terms. Titles of articles and sub-articles in the Agreement don't affect the interpretation of the Agreement.

**'Access Rights'**: Any personalized access rights for the SaaS that have been granted by the Subscriber, an End-User or on behalf of the Subscriber;

**'Administrator'**: An End-User with the greatest role that Subscriber can grant to a single End-User in the SaaS and designated in the SaaS as an administrator;

**'Affiliate'**: in respect of a Party, any entity that such Party Controls, is Controlled by or is under common Control with such Party (where 'Control' means the direct or indirect ownership of at least fifty percent (50%) of the ownership or voting rights);

**'Agreement'**: Any agreement between the Parties in relation to the provision of services to Subscriber, such as the agreement entered into when creating a Subscription;

**'Article'**: Any article including its sub-articles;

**'Business Day'**: Monday to Friday, except Dutch national holidays;

**'Business Hours'**: The hours between 9:00 and 18:00 (Amsterdam time) on Business Days;

**'Candidate'**: A candidate for a job position;

**'Company Account'**: A section of the SaaS designated in the SaaS as a company account and intended to confine the Subscriber Data held under a single Subscription, but also used for other purposes, such as grouping End-Users;

**'Customer'**: Subscriber;

**'Distribution Channels'**: Third-party services, job boards and/or other entities used by or in Recruitee's distribution network for Job Advertisements;

**'Document'**: Any part of the Agreement that can be seen as a single document,

such as the Terms or a service level agreement;

**'Documentation'**: the user manuals, administration guides, product specifications and integration specifications that are placed at the Subscriber's disposal by Recruitee relating to the SaaS and or a Functionality;

**'Employee'**: Employee, contractor or volunteer;

**'End-Users'**: Anyone with Access Rights;

**'Functionality'**: a function or possibility of the SaaS that is described in the Agreement or the Documentation, whether further divided into sub functionalities and/or sub possibilities or not;

**'Job Advertisement'**: Announcements or promotions of job vacancies;

**'Non-Renewal Notice'**: A notice from any Party in relation to a Subscription that it does not wish for the Subscription Term in which the notice is given to be followed up by a new Subscription Term;

**'Non-Web Offers'**: Offers that aren't Web Offers (e.g. offers made by e-mail);

**'Party'**: Subscriber or Recruitee;

**'Premium Job Advertisement'**: Job Advertisement charged separately to any Subscriptions;

**'Recruitee Content'**: Any content made available by Recruitee through its Services and Site;

**'SaaS'**: The software-as-a-service for recruitment and/or talent acquisition that is provided to the Subscriber under these Terms;

**'Service'**: Any service provided by Recruitee under the Agreement;

**'Site'**: [recruitee.com](https://recruitee.com) and [www.recruitee.com](https://www.recruitee.com);

**'Subscription'**: A trial subscription or paid subscription for the SaaS, including the ancillary subscription-based Services;

**'Subscription Changes'**: Downgrades, upgrades or changes of a Subscription agreed to by the Subscriber;

**'Subscription Term'**: A period that the Subscription is committed to for, that may be preceded or followed by another such period;

**'Subscriber'**: The person or legal entity that the Company Account is created for and entering into the Agreement or the successor/assignee of such a legal person;

**'Subscriber Content'**: Resumes (or CV's), comments, notes, files and all other data associated with the process of hiring for a job position;

**'Subscriber Data'**: any data stored by Recruitee on behalf of the Subscriber as part of the SaaS, excluding back-ups;

**'Support'**: the provision of assistance and advice concerning the usage of Functionality;

**'Third Party Service Provider'**: Third parties used by Recruitee to provide, support or facilitate the Services;

**'Web Offers':** Any offers that are made through the Site or through the SaaS, that aren't designated as 'special' or 'custom' or designated with similar terms.

## **1. Access to the Services**

**1.1 Availability** Recrutee will make commercially reasonable efforts to ensure that the SaaS is available twenty-four hours a day, seven days a week.

**1.2 Limits** Recrutee retains the right to create limits on use and storage with respect to the Services at any time with or without notice, including to ensure the stability, legality, availability, scalability, usability, commercial viability and responsiveness of the services provided by Recrutee to the Subscriber and to other customers of Recrutee.

**1.3 Subscriber Requirements** Subscriber warrants to Recrutee that if Subscriber is an individual (i.e. human) Subscriber is at least 18 years of age. Subscriber also warrants that it is legally permitted to use the Services, and takes full responsibility for the selection and use of the Services.

**1.4 Local Laws** Recrutee makes no claim that the Services may be lawfully used or that Recrutee Content may be uploaded or downloaded to and from the Services outside of the Netherlands. Access to Recrutee Content may not be legal by certain persons or in certain countries. If Subscriber uses the Services from outside the Netherlands, Subscriber does so at its own risk and Subscriber is responsible for compliance with the laws and regulations of its jurisdiction(s).

**1.5 Compatibility** Subscriber shall be responsible for obtaining and maintaining any equipment or ancillary services needed for Subscriber and any End-Users to connect to and use the Services, including modems, hardware, software, and long distance or local telephone service. Subscriber shall be responsible for ensuring that such equipment or ancillary services are compatible with the Services.

## **2. General Terms**

**2.1 Subscriber Details** The Subscriber warrants that it has provided all details necessary to legally identify the Subscriber to Recrutee. Additionally the Subscriber will actively and accurately populate the SaaS with details relating to identification of the Subscriber and billing of the Subscriber and take reasonable measures to protect such details (including by maintaining the confidentiality of login credentials). The provision of credit card details is required if Subscriber opts for payments by credit card. There can be only one Subscriber under the Agreement.

**2.2 Subscriber's Responsibility** Subscriber is responsible for any and all Subscriber Content posted to Subscriber's SaaS and activity that occurs through or under Subscriber's SaaS.

**2.3 Illegitimate Use** Any fraudulent, abusive, improper or unauthorized use of the Services or use in violation of the Agreement may be reason for Recrutee, as it deems appropriate, to suspend, terminate or cancel Subscriber's right to use the Services or to access the Site. One person or legal entity may not maintain more than one free Company Account. Subscriber may not resell or otherwise provide the Services to any third party as a private label, with the inclusion of a mark-up fee or otherwise without the express written consent of Recrutee. If explicitly approved by Recrutee, multiple Company Accounts may fall under a single Subscription. Recrutee cannot and will not be liable for any loss or damage resulting from Subscriber's failure to comply with the obligations set out in this article, including the loss of control over a Company Account.

**2.4 Relationship to End-Users** For the sake of clarity and without prejudice to additional attribution to others, all use of Access Rights will be attributed to the Subscriber in the context of the Agreement. An End-User that is not the Subscriber does not derive any rights from these Terms.

### **3. Subscriber Content Storage, Retrieval and Transmission**

**3.1 Permitted Content** The SaaS may only be used by Subscriber to transmit and store Subscriber Content. Subscriber may not upload commercial advertisements to the Services that do not fall within the definition of Subscriber Content or use the Services to send spam.

**3.2 Excessive Use** If the usage under a Company Account of Subscriber is excessive and endangers the availability or stability of Recrutee's services for other customers of Recrutee, then Recrutee may suspend the respective Company Account until Subscriber's usage is no longer excessive.

**3.3 Disclaimer** Subscriber understands that the Services can be used for transmission and publication of its Subscriber Content.

### **4. Job Advertisements**

**4.1 General** Recrutee may offer to distribute Job Advertisements through various Distribution Channels. Recrutee may in its sole discretion charge additional fees for Job Advertisements. All fees for Job Advertisements will be communicated by Recrutee during the ordering process for Job Advertisements.

**4.2 Recruitee's Commitment** Recruitee will make commercially reasonable efforts to distribute Job Advertisements through Distribution Channels. However, Subscriber acknowledges and accepts that Recruitee doesn't have control over the Distribution Channels or communication networks, and that it cannot control nor guarantee that Subscriber's Job Advertisements will actually be delivered over the Internet or via communication networks, be accepted by the relevant Distribution Channels or be received and/or read by job applicants or potential job applicants. Recruitee may engage third parties as an intermediary for the distribution of Job Advertisements and such intermediaries are considered part of the Distribution Channels. Subscriber accepts that entities in the Distribution Channels have no obligation to use or display a Job Advertisement and may reject a Job Advertisement for any reason or no reason, whether Subscriber is on a paid Subscription, or a trial or free Subscription, and even if Subscriber has paid for a Premium Job Advertisement. Subscriber agrees that Recruitee is not liable to Subscriber or any third party if Subscriber's Job Advertisement is rejected or not posted, and Subscriber will not be entitled to any refund for Job Advertisements not posted or distributed. Should Subscriber cancel a Premium Job Advertisement, Recruitee does not offer a refund. By submitting a Job Advertisement, Subscriber gives Recruitee permission to distribute that Job Advertisement in the Distribution Channels. Recruitee makes no guarantee as to the number or quality of Candidates that Subscriber will receive as a result of Subscriber's Job Advertisement. Subscriber is solely responsible for interviewing, performing background and reference checks on, verifying information provided by, and selecting an appropriate candidate.

**4.3 Responsibility for Job Advertisements** Subscriber's Job Advertisements must comply with any applicable laws and regulations including those relating to labour and employment, and anti-discrimination. Subscriber understands and agrees that Subscriber is solely responsible for any liability or claims arising out of publication of Job Advertisements or material which third parties can access through such Job Advertisements. Subscriber agrees to indemnify and hold Recruitee and its subsidiaries, and their respective officers, directors, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of a breach of this article by Subscriber or a breach of the additional service policies of Distribution Channels. In certain cases, Distribution Channels may require that Subscriber agrees to additional service policies in order to allow Subscriber's Job Advertisement to be distributed on or via their services, and Subscriber hereby agrees to such additional service policies as they apply to the distribution of Subscriber's Job Advertisements. Subscriber is solely

responsible for researching the policies of entities in the Distribution Channels. Subscriber agrees not to post or promote any Job Advertisements that: contain inaccurate, spammy, false, misleading or offensive information; contain hidden keywords, or; sell or promote services.

## **5. Quality of Service Support**

**5.1 Service Level** Recrutee will make commercially reasonable efforts to respond to all incoming Support requests within two Business Days.

**5.2 Disproportionate Use** Recrutee is only required to provide Support to End-Users in so far as Subscriber makes sure that requests for Support of End-Users are routed efficiently by the Subscriber and that Subscriber's End-Users don't disproportionately request Support. If Recrutee determines, in its sole discretion, that Subscriber's End-Users are disproportionately requesting Support, then Recrutee may require that the Subscriber appoints a single contact person for Support requests. Recrutee's Support team is available via support@recrutee.com.

**5.3 Onboarding and Training** Recrutee will make commercially reasonable efforts to provide any onboarding and training Services agreed to between the Parties.

## **6. Warranty and Disclaimer**

**6.1 Subscriber Warranties and Disclaimer** Subscriber warrants that (a) the Subscriber has the right and capacity to enter into and be bound by the Agreement; and (b) the Subscriber shall comply with all applicable laws and regulations in connection to the Subscriber's use of the Services and the Site; and (c) the Subscriber agrees to abide by these Terms in connection to the Services and the Site as provided by Recrutee. Subscriber agrees to use the Services and the Site at Subscriber's own risk.

**6.2 Recrutee Warranties and Disclaimer** Recrutee uses Third Party Service Providers and Distribution Channels (such as network provider, data centers, telecommunication providers) to make the Services and the Site available to the Subscriber. Recrutee warrants that it will take all commercially reasonable steps to provide the Subscriber with a good level of service, however Recrutee does not warrant that any Services shall be free of errors or interruptions at all times, nor does Recrutee warrant that any errors or defects will be corrected. Except as expressly set out herein, to the maximum extent permitted by law, Recrutee does not warrant that the Services are accurate, complete or fit for a particular purpose and disclaims any other warranty or guarantee, whether express, implied or statutory.

**6.3 Third Party Interaction** Recrutee may display or provide links or other interaction, including interoperation and integration, with third party websites, third party services and third party advertising banners on the Site and through the Services ('Third Party Interaction'). In particular, the Services may also provide the Subscriber with the opportunity to connect and publish Subscriber's information and/or data through third parties such as postings to social and business networking sites. Use of any Third Party Interaction shall be at the risk of the Subscriber and third parties may require Subscriber to agree to additional terms and conditions for the use of such Third Party Interaction. Recrutee may, at its sole discretion, with or without notice and at any time, disable any Third Party Interaction. Subscriber agrees to indemnify and hold Recrutee and its subsidiaries, and their respective officers, directors, employees, and agents harmless from and against any and all claims and liabilities for damages (including attorneys' fees and costs) arising out of the use of Third Party Interaction by Subscriber. Recrutee cannot be held liable or responsible for Third Party Interaction including the quality, contents, terms of use and availability.

**6.4 Uniformity of Services** Subscriber understands and agrees that the services provided by Recrutee to its customers are uniform, may share the same underlying software, hardware and infrastructure and are intended for provision to many customers in a scalable manner. The Services will not be customized and/or tailored for Subscriber, unless, and in so far as, explicitly agreed to by the Parties.

## **7. Limitation of Liability**

Subscriber expressly understands and agrees that Recrutee is not liable for damages and/or losses resulting from: (i) the use or the inability to use the Services; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Services; (iii) statements or conduct of any third party on the Services. Recrutee shall never be liable for indirect or consequential damages, including lost profits, the recruiting or not recruiting of particular individuals and/or losses of Subscriber and/or third parties. Recrutee's total liability arising out of or related to the Agreement will not exceed the fees (calculated pro rata) for the continued provision for six months of any SaaS provided by Recrutee to Subscriber under the Agreement immediately prior to the first occurrence giving rise to Subscriber's claim(s) against Recrutee ('Liability Cap'). The Liability Cap applies to: (i) any damages; (ii) all claims in the aggregate, including breach of contract, breach of warranty, indemnity, negligence, strict

liability, misrepresentations, and other torts. The limitations as set out in this article will not apply in so far as liability can't be limited under applicable laws and regulations, such as in the case of deliberate recklessness or intent of Recrutee or its senior management. The limitations specified in this article will apply even if any limited remedy specified in the Agreement is found to have failed of its essential purpose. Any limitations agreed upon under this article will also apply to the liability of Recrutee's directors, officers, employees, contractors, agents and members.

## **8. IP Indemnification**

Subscriber agrees to indemnify and hold harmless Recrutee, its contractors, and licensors, and their respective directors, officers, employees, members, shareholders and agents from and against any and all third party claims, liabilities, losses, actions, causes of action, demands, reasonable costs and expenses, including but not limited to reasonable attorneys' fees, arising out of usage of the SaaS by Subscriber, for infringement of any intellectual property of Subscriber Content. Recrutee agrees to indemnify and hold harmless Subscriber and Subscriber's contractors, directors, officers, employees, members, shareholders and agents from and against any and all third party claims liabilities, losses, actions, causes of action, demands, reasonable costs and expenses, including but not limited to reasonable attorneys' fees, arising out of infringement of any intellectual property by the Services of Recrutee. Any indemnification by Recrutee or Subscriber ('Indemnifying Party') is subject to (i) the other Party's ('Indemnified Party') prompt notification of such claim, (ii) Indemnifying Party's right to take sole conduct of the claim and (iii) Indemnified Party's obligation to provide reasonable cooperation to Indemnifying Party's defense of the claim. The terms and conditions specified in this article will survive termination or expiration of the Agreement.

## **9. Modification of Services**

Recrutee reserves the right to make changes to the Services at any time in an effort to improve the Services in part or as a whole. If a change may have significant negative consequences for Subscriber's existing use of the Services as described in the Documentation of the Services, the change will be announced if possible. Changes in relation to any Distribution Channels for Job Advertisements can be made at any time, with no prior announcement and at Recrutee's convenience.

## 10. Third Party Service Providers

Subscriber understands that Recruitee uses Third Party Service Providers to operate the Services. Recruitee does not warrant that information or data including, but not limited to, prices and ratings provided through the Site and the Services will be reliable and accurate where such information is provided by or by means of a Third Party Service Provider.

## 11. Payments, Renewals, Refunds and Subscription Changes

**11.1 Trials** Use of a Subscription is free during Subscriber's free trial period which is 18 days by default, unless the Parties agree otherwise or the Subscriber enters into a paid Subscription.

**11.2 Payments** A valid credit card is required for paying fees, unless explicitly agreed otherwise or other payment methods are explicitly offered by Recruitee for specific fees. Recruitee may automatically charge fees for Services to credit cards entered into Recruitee's SaaS. All fees for a Subscription can be fully charged and are due 30 (thirty) calendar days in advance of each Subscription Term, unless specified otherwise by Recruitee in the Agreement. Recruitee may suspend Subscriptions if any fees for a Subscription are overdue. Fees for all Services other than Subscriptions are immediately charged and due when the order is completed. Recruitee may at each renewal of a Subscription increase its applicable fees, rates and prices for the Subscription with up to 5% in relation to the previous Subscription Term.

**11.3 Duration and Renewal** Subscriptions based on Web Offers are by default entered into for monthly or yearly Subscription Terms and renewed for the duration of the previous Subscription Term. Subscriptions based on Non-Web Offers are by default entered into and renewed for yearly Subscription Terms, unless explicitly specified otherwise in the Agreement. Subscriptions will be automatically renewed, unless a Party gives a Non-Renewal Notice 30 (thirty) calendar days in advance or a Business Day in advance in case of a Subscription with a monthly Subscription Term. A Non-Renewal Notice given by Subscriber will not affect renewals that have already been committed to by Subscriber. Any calculation of fees for renewals of Subscriptions will be based on fees excluding discounts.

**11.4 Subscription Changes (Web Offers)** Subscription Changes for Subscriptions based on Web Offers paid by credit card will take effect immediately. In case of Subscription Changes related to Web Offers the start-date and end-date of the then-current Subscription Term will not be affected, unless the Subscription Change relates to the duration of the Subscription Term(s). If a Subscription Change relates to the duration of the Subscription

Term(s) of a Subscription based on a Web Offer paid by credit card, then a new Subscription Term will commence immediately. Subscriber will not be refunded or credited in case of Subscription Changes. If fees have been paid by credit card for Subscriptions based on Web Offers, then in case of Subscription Changes the fees corresponding (calculated pro rata) to the part of an already paid for Subscription Term that lies partially or fully in the future will be credited towards fees for future provision of Subscriptions.

**11.5 Taxes and Currencies** All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Subscriber shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes on the income of Recruitee imposed by The Netherlands. All fees are either in United States dollars ('USD'), Euro ('EUR') or Pound sterling ('GBP').

## **12. Termination and Suspension**

**12.1 General** Termination of Services, and thereby also the Agreement in so far as it is connected to such Services, can take place in multiple ways. Subscriber can terminate the Services at any time at its convenience with immediate effect by notifying Recruitee. In case of such a termination (without prejudice to other terminations such as for breach): Subscriber will not be compensated for any damages arising out of the termination nor will any fees be refunded or credited and any fees for Subscription Terms (including renewals) that have been committed to will be due immediately (if not already). Recruitee, in its sole discretion, has the right to at any time and without prior notice suspend or terminate Subscriber's Services and refuse any and all current or future use of the Services in case of a breach of the Agreement. Each Party can terminate the Agreement if the other Party has been granted provisional suspension of payment or is declared bankrupt.

**12.2 Data Export and Deletion of Data** In case of termination of Services the Subscriber has the right to download or request Subscriber Content held by Recruitee as part of the terminated Services through the API of the SaaS within 30 (thirty) calendar days after termination. However, in case of termination of the Services for breach of the Terms this will result in the deactivation or deletion of the Services and Subscriber's access to Company Accounts and the forfeiture and relinquishment of all Subscriber Content. Recruitee may delete all Subscriber Content held by Recruitee as part of terminated Services 30 (thirty) calendar days after termination.

**12.3 Legal Restrictions and Sanctions** Recruitee may at any time, without prior notice, terminate the Services if Recruitee is prohibited from providing the Services to Subscriber by a) the laws and regulations applicable to Recruitee or

b) any of Recrutee's business partners or service providers due to governmental economic sanctions against any country or state.

### **13. Intellectual Property and Content**

**13.1 IP-rights and Licenses** As between Recrutee and Subscriber, Subscriber will be the owner of all intellectual property rights to Subscriber Content. No intellectual property rights will be transferred in the context of this Agreement. All licenses granted to Subscriber in the context of this Agreement are worldwide, non-exclusive and limited in line with the limitations of the Services. No license for intellectual property rights is granted by Recrutee where this is not necessary for the legitimate use of the Services by Subscriber. Any licenses provided by Recrutee under this Agreement will end when this Agreement or the respective Services are terminated. The Subscriber grants Recrutee a license to use Subscriber Content for the purpose of the provisioning of the Services and to improve the Services. Use of Subscriber Content by Recrutee to improve the Services will only be done after Recrutee has created a copy of Subscriber Content that has undergone a process of anonymizing, aggregating and/or diminishing to a point that it can no longer reasonably be considered confidential information nor personal data.

**13.2 Restricted Content** Subscriber agrees that it will not use the Services to process or store any content that (a) infringes, violates or otherwise interferes with any copyright or trademark of Recrutee or a third party, (b) is libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, offensive or otherwise violates any law or right of any third party, (c) contains a virus, trojan horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information. If requested by Recrutee the Subscriber warrants that it will remove any Subscriber Content that is in violation of this article or the Agreement promptly after notification of the Subscriber by Recrutee. Recrutee reserves the right to remove any Subscriber Content from the Services that it, in its sole discretion, considers to be in breach of this article or the Agreement. All resume documents uploaded to Subscriber's Company Account(s) by Subscriber, an End-User, Candidate or an applicant, can be retrieved by Subscriber through the user interface of the SaaS, unless the resume documents were removed by the Subscriber.

**13.3 Confidentiality** Recrutee will make commercially reasonable efforts to respect the confidentiality of Subscriber Content that is disclosed to Recrutee exclusively through the SaaS, if the SaaS, as it was designed and intended, prevents the disclosure of such Subscriber Content to third parties. For

example, confidentiality is required in principle in relation to Candidate data, but not required in relation to content published by the Subscriber on a public website as part of the Services (hereinafter: 'Careers Site'). Subscriber will use the SaaS in line with best security practices. Such practices include maintaining the confidentiality of any login or access credentials.

## **14. Promotions and Marketing**

**14.1 Careers Site** Recruitee may offer Subscriber a Careers Site. This Careers Site is intended, among other things, to provide the public with a list of job opportunities, and therefore Subscriber's usage of the Careers Site is not intended to be private. Job opportunities published on the Careers Site will be distributed to the job boards of Indeed. The Subscriber agrees to the terms and conditions of Indeed in connection to the distribution of such job opportunities to Indeed (<https://www.indeed.com/legal>). Subscriber can opt-out to such distribution to Indeed and the terms and conditions of Indeed by notifying Recruitee.

**14.2 Recruitee Branding** Subscriber agrees that a "powered by Recruitee" or "Hiring with Recruitee" graphic or text link can be included in the Services. Recruitee will facilitate that such graphics or links can be disabled or hidden by an End-User for the Careers Site and e-mails. Unless expressly prohibited by Subscriber in writing by notifying Recruitee, Recruitee can use Subscriber's company names, logos and trademarks to mention Subscriber's usage of the Services in press releases, interviews, promotional materials, sales sheets, presentations, websites and other self-promotional channels.

**14.3 Promotions and Discounts** Any promotions or discounts are valid for Services to which the promotion or discount was originally applied; subsequent upgrades or add-on Services are not guaranteed any promotions or discounts.

## **15. Privacy**

**15.1 Privacy Policy** Subscriber and End-User will regularly check Recruitee's privacy policy, which governs the use of personal data on the Site and in connection with the Service, and to which Subscriber and End-User to be bound as a condition of these Terms and use of the Site and Services. Changes regarding privacy will be communicated to End-Users through Recruitee's privacy policy.

**15.2 Data Processing Agreement** Subscriber will be the controller, as defined in EU Regulation 2016/679 ('GDPR'), for any personal data processed as part of the Services relating to applicants, potential candidates, referrers of

candidates, visitors of a referral site, Candidates and Careers Site visitors. Subscriber will request Recruitee for a data processing agreement ('DPA') if such personal data is processed by Recruitee. Upon such request Recruitee will offer Subscriber a DPA that meets all requirements as set out in article 28 GDPR.

## **16. Electronic Delivery Policy**

Subscriber agrees that Recruitee may provide Subscriber required notices as referred to in the Agreement and other information concerning the Services electronically, including by communicating to any End-User with an Administrator role on the e-mail address associated with his account or through notifications to such an End-User in the SaaS. Recruitee is not responsible for e-mails to Subscriber or End-User "bouncing" or getting rejected and other delivery failures that can't be attributed to Recruitee. Notices by Subscriber will be given by postal mail, registered letter or by any means that Recruitee explicitly designates for specific notices.

## **17. Resolution of Disputes**

Any disputes arising out of the use of the Services shall be governed by the laws of the Netherlands, without regard to any conflict of laws principles, and any proceedings shall solely be settled in the competent court of Amsterdam, the Netherlands.

## **18. Miscellaneous**

**18.1 Modifications of the Terms** These Terms can be modified in Recruitee's sole discretion from time to time. Recruitee may publish new versions of the Terms on its website (<https://recruitee.com/terms>). Modifications will enter into effect at the beginning of any subsequent Subscription Terms or when Subscription Changes take place. Such modifications will only affect a subsequent Subscription Term in so far as they take place at least 40 days before the respective Subscription Term starts. Recruitee may explicitly indicate that foregoing modifications will enter into effect earlier, in such case Subscriber may terminate a Subscription immediately and receive a refund of pre-paid fees for the terminated portion of a pre-paid Subscription Term. Modifications to the Terms apply to any and all earlier versions of these Terms including Documents that were based on such versions.

**18.2 Entire Agreement** The entire Agreement will only consist of these Terms, offers made by Recruitee, documents signed by Recruitee or terms, conditions

& offers explicitly agreed to by an authorized representative of Recrutee in writing. The Agreement supersedes any and all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter thereof. Unless agreed otherwise between the Parties, in case of separate service level agreements or data-processing agreements between the Parties relating to the Services, those agreements will be added to these Terms as addenda.

**18.3 Survival** For the sake of clarity, after termination the Agreement will remain in effect with regard to intellectual property, due payments, disclaimers, limitations of liability and any other subject matter that requires survival due to its nature and/or purpose.

**18.4 Trials** Recrutee reserves the right to terminate a free trial Subscription at any point in time for any or no reason.

**18.5 Acceptance of Orders and Subscription Changes** Any acceptance of an order made through the Site or the SaaS can be retracted by Recrutee within 2 Business Days, giving the Subscriber a right to a refund in relation to that specific order. Recrutee's consent with Subscription Changes in relation to Subscriptions based on Non-Web Offers can only take place by non-automated means, including a personalized e-mail.

**18.6 Waivers** The failure of either Party to exercise in any respect any right provided for under the Agreement shall not be deemed a waiver of any further rights under the Agreement.

**18.7 Force Majeure** Recrutee shall not be liable for any failure to perform its obligations under the Agreement where such failure results from any cause beyond Recrutee's reasonable control, including mechanical, electronic or communications failure or degradation.

**18.8 Severability** If any provision of the Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable.

**18.9 Assignments and Use by Third Parties** Recrutee is offering the Services solely for use or benefit of the Subscriber and its Affiliates and not for the use or benefit of any other parties. Additionally, this Agreement will bind and inure to the benefit of each Party's permitted successors and assigns. Neither Party may assign this Agreement without the advance written consent of the other Party, except that either Party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such Party's assets or voting securities. In case of an assignment of the Agreement the Subscriber will notify Recrutee 30 days in advance and comply with other obligations in the Agreement.

**18.10 Independent Contractors** No agency, partnership, joint venture, or employment is created as a result of the Agreement.

Questions about the Agreement should be sent to [support@recruitee.com](mailto:support@recruitee.com).