## **TERMS OF USE**

Last revised: March 1, 2025

These Terms of Use ("Terms") govern your access to and use of the Recruo platform (the "Platform" or "Website"), which is operated by Recruo Ltd, together with its affiliates and partners ("we," "us," or "our").

Please read these Terms carefully before using the Platform. By accessing or using any part of the Platform, you agree to be bound by these Terms. If you do not agree, you should not use the Platform.

These Terms constitute a legally binding agreement between you ("you," "your," or "User") and Recruo regarding your use of the Platform, unless you have entered into a separate written agreement with us (such as a B2B subscription or service agreement), in which case the terms of that agreement shall govern to the extent of any conflict or inconsistency.

**!Please note:** These Terms are intended for general users of the Platform, including job applicants and visitors. If you are a recruiter, employer, or organizational client, your relationship with Recruo may be additionally governed by a separate business-to-business (B2B) agreement that outlines specific services, pricing, usage rights, and obligations.

## 1. ELIGIBILITY AND SCOPE OF USE

## 1.1. User Categories

The Recruo Platform may be accessed and used by the following categories of users:

- **Visitor Users:** Individuals who access publicly available areas of the Platform without registration.
- **Candidate Users:** Job applicants and individuals seeking employment opportunities who may register, create profiles, submit applications, or otherwise interact with the Platform.
- **Recruiter Users:** Employers, recruiters, or representatives of organizations who are authorized to use the Platform for recruitment purposes in accordance with a separate B2B agreement with Recruo.

# 1.2. Age and Legal Capacity

The Platform is intended only for individuals who are at least 18 years old and legally capable of entering into binding contracts under applicable law. By accessing or using the Platform, you confirm that you meet these eligibility requirements.

### 1.3. Account Access for Recruiter Users

Access to recruiter functionality (including candidate search, applicant tracking, job posting, or communication features) is subject to:

- the existence of a valid commercial agreement (such as a subscription, service, or pilot agreement) between the recruiter's organization and Recruo, or
- direct invitation by Recruo under specific trial, demo, or pilot access conditions.

Recruiter Users are responsible for ensuring that all individuals using their organization's account are authorized to do so and comply with these Terms and the applicable B2B agreement.

### 1.4. Platform Availability

We may modify, limit, suspend, or discontinue any aspect of the Platform at any time without liability or prior notice, including restricting access to certain features or users.

### 2. USER ACCOUNTS AND RESPONSIBILITIES

## 2.1. Account Registration

To access certain features of the Platform, including applying for jobs or using recruitment tools, you may be required to register and create a personal or organizational account. All information you submit must be accurate, current, and complete.

You agree not to create an account using false identity or information or on behalf of someone else without proper authorization.

We reserve the right to approve, reject, or terminate any account registration at our sole discretion.

# 2.2. Account Security

You are solely responsible for maintaining the confidentiality of your login credentials and for all activities conducted through your account. You agree to notify us immediately of any unauthorized access or suspected breach of security.

We are not liable for any loss or damage arising from your failure to safeguard your account information.

### 2.3. User Content

As a user of the Platform, you may upload or submit content (e.g., CVs, job descriptions, messages, company descriptions, etc.). You retain ownership of any intellectual property rights you hold in that content.

By submitting content, you grant Recruo a non-exclusive, worldwide, royalty-free license to use, reproduce, store, display, and transmit such content as necessary to operate and provide the Platform services.

You are solely responsible for all content you submit and for ensuring it is lawful, accurate, and does not infringe any third-party rights.

## 2.4. Content Moderation and Monitoring

We do not pre-screen or actively monitor all content submitted by users. However, we reserve the right (but are not obliged) to remove or disable access to any content that, in our view, violates these Terms or applicable law.

We may suspend or delete accounts that submit false, misleading, offensive, or illegal content.

### 3. ACCEPTABLE USE POLICY

You agree to use the Platform only in accordance with these Terms, applicable laws, and good industry practices. In particular, you must not, and must not permit others to:

### 3.1. Prohibited Conduct

- Engage in unlawful behavior, including violating applicable labor, data protection, anti-discrimination, or consumer protection laws;
- Submit false or misleading content, including fake job postings, deceptive profiles, or misrepresented qualifications;
- Discriminate against candidates on the basis of age, race, gender, religion, disability, nationality, or other protected characteristics;
- Use the Platform to harass, threaten, or defame any person, or transmit content that is offensive, obscene, or otherwise inappropriate;
- Interfere with or disrupt the Platform, its servers, or connected networks, or attempt to probe, scan, or test the vulnerability of any system or network;
- Use automated scripts, bots, or scraping technologies to access or collect data from the Platform without prior written permission;
- Resell, sublicense, or otherwise exploit the Platform for unauthorized commercial purposes;
- Impersonate another person or organization, or misrepresent your affiliation with any entity;
- Bypass or attempt to bypass any access control or security measures.

## 3.2. Reporting Violations

If you become aware of any misuse of the Platform or violation of these Terms, you agree to notify us promptly at: odatskiv@recruo.com.

We reserve the right to investigate and take appropriate legal or technical action, including removing content, suspending access, or terminating user accounts.

## 4. PLATFORM FUNCTIONALITY AND THIRD-PARTY CONTENT

## 4.1. Platform Availability

We aim to ensure the Platform operates reliably and securely. However, we do not guarantee uninterrupted access or error-free performance. Access may be temporarily suspended for maintenance, upgrades, or unforeseen technical reasons. We are not liable for any damages resulting from Platform unavailability.

# 4.2. Evolving Functionality

We reserve the right to add, modify, or remove features from the Platform at any time, including trial functionality or beta tools. Some features may be available only to certain user categories (e.g., Recruiter Users) or under separate subscription terms.

## 4.3. User-Generated and Third-Party Content

Much of the content available through the Platform is submitted by users (e.g., job descriptions, candidate profiles, messages, company pages). Such content is the sole responsibility of the user who provided it.

We do not endorse, verify, or guarantee the accuracy, completeness, or legality of user-submitted content. You acknowledge that you rely on such content at your own risk.

# 4.4. No Employment or Staffing Services

Recruo is a technology provider and does not act as an employer, recruitment agency, or staffing firm. We do not screen or endorse any job applicant or recruiter. All employment-related decisions, such as screening, interviewing, hiring, or rejecting candidates, are made solely by the relevant Client.

We do not participate in or control the actual transaction between recruiters and candidates. You are solely responsible for your interactions with other users of the Platform.

### 5. INTELLECTUAL PROPERTY

## 5.1. Ownership of the Platform

All intellectual property rights in and to the Platform, including but not limited to its software, source code, design, layout, trademarks, logos, databases, and all other content and materials made available through the Platform, are owned by or licensed to Recruo. These elements are protected by intellectual property laws and international treaties.

You are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely for its intended purposes in accordance with these Terms. This license does not permit you to copy, modify, distribute, sell, lease, reverse-engineer, or create derivative works based on the Platform or its components.

Any unauthorized use of our intellectual property is strictly prohibited.

# 5.2. User Content

You retain ownership of the content you upload or submit to the Platform (such as CVs, job postings, company descriptions, or logos). However, by submitting such content, you grant Recruo a non-exclusive, worldwide, royalty-free license to use, reproduce, store, display, and process that content solely for the purpose of operating and improving the Platform and providing services to other users in line with the Platform's functionality.

You represent and warrant that you have the necessary rights, licenses, or permissions to upload any content you provide to the Platform and that it does not infringe the rights of any third party.

# 5.3. Feedback and Suggestions

If you choose to provide us with feedback or suggestions regarding the Platform (e.g., bug reports, improvement ideas, feature proposals), you agree that we may use, modify, and incorporate such feedback without any obligation to compensate you.

### 6. DISCLAIMERS AND LIMITATION OF LIABILITY

### 6.1. Platform Provided "As Is"

The Platform and all its content are provided on an "as is" and "as available" basis. To the fullest extent permitted by applicable law, we disclaim all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, reliability, availability, or non-infringement.

We do not guarantee that the Platform will always be secure, error-free, or uninterrupted, or that any defects will be corrected. We do not guarantee any specific outcomes, matches, or recruitment success for either Candidates or Clients.

## 6.2. No Responsibility for User Content

Recruo does not control or verify the content posted by users, including job postings, candidate profiles, company information, or communications. We do not endorse any users or guarantee the legality, legitimacy, quality, or accuracy of any user-generated content or interactions on the Platform.

Any reliance on content or communication from other users is at your own risk.

### 6.3. No Liability for Interactions or Hiring Outcomes

We are not involved in the hiring decisions, communication exchanges, or contractual relationships between users. We are not liable for any disputes, misconduct, employment conditions, or hiring outcomes resulting from the use of the Platform.

You acknowledge and agree that you are solely responsible for verifying the identity, credentials, and intentions of other users with whom you interact.

## 6.4. Limitation of Liability

To the maximum extent permitted by law, Recruo and its affiliates, officers, employees, and agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, business interruption, or loss of data, arising out of or related to your access to or use of the Platform.

In no event shall our aggregate liability exceed the amount paid by you (if any) for access to

the Platform in the twelve (12) months preceding the claim.

### 7. SUSPENSION AND TERMINATION OF ACCESS

## 7.1. Suspension or Termination by Recruo

We reserve the right, in our sole discretion, to suspend or permanently terminate your access to the Platform, with or without notice, if:

- you violate these Terms or any applicable law or regulation;
- you breach any provision of a separate agreement concluded with us (e.g., a B2B service agreement);
- we detect fraudulent, abusive, or harmful behavior originating from your account;
- your use of the Platform poses a security or reputational risk to us or other users;
- we are required to do so by law, court order, or competent authority.

We shall not be liable to you or any third party for any suspension or termination of access.

## 7.2. Termination by You

You may stop using the Platform and request closure of your account at any time by contacting us at: [insert contact email].

If you are a Recruiter User acting under a B2B agreement, termination shall be governed by the terms of that agreement, including applicable notice periods and consequences.

## 7.3. Effect of Termination

Upon termination, your right to use the Platform will immediately cease. We may delete your account and associated content in accordance with our data retention policies and applicable law.

We are not obligated to retain or provide any data or content after account closure, unless otherwise required under applicable legislation or a specific agreement.

## 8. USE OF AUTOMATED TOOLS AND AI FUNCTIONALITY

The Platform may include features powered by algorithmic processing and artificial intelligence ("Al"), such as candidate-job matching suggestions, profile analysis, smart ranking, and vacancy optimization.

These tools are intended to assist users and improve the recruitment experience, but they do not replace human judgment or decision-making. You acknowledge that Al-driven suggestions are based on system logic and data patterns, and should not be construed as endorsements or definitive assessments.

Recruo does not use AI systems to make fully automated decisions that produce legal effects or similarly significant consequences for users. Any profiling or ranking performed on the Platform does not remove your ability to make independent choices.

We reserve the right to update or modify AI functionality as technology evolves or legal requirements change.

### 9. GOVERNING LAW AND DISPUTE RESOLUTION

## 9.1. Governing Law

These Terms shall be governed by and construed in accordance with the laws of England and Wales, without regard to its conflict of law provisions.

You agree that any claims, disputes, or controversies arising out of or relating to these Terms, your use of the Platform, or any interaction with Recruo shall be subject to the exclusive jurisdiction of the courts located in England and Wales.

# 9.2. Dispute Resolution

Before initiating any formal legal action, the parties agree to first attempt to resolve the dispute informally and in good faith. If the matter cannot be resolved within thirty (30) days, either party may pursue its legal remedies under the governing law.

Nothing in this section shall restrict either party from seeking injunctive or equitable relief in cases of actual or threatened infringement of intellectual property rights or unauthorized use of confidential information.

## 9.3. Priority of Agreements

If you or your organization have entered into a separate written agreement with Recruo (such as a B2B subscription, partnership, or service agreement), the terms of that agreement shall prevail in case of any conflict or inconsistency with these Terms.

### **10. LINKS TO OTHER WEBSITES**

The Platform may include links to websites maintained or controlled by third parties. Such links are provided solely for your convenience and informational purposes. We are not responsible for the content, privacy policies, or practices of such third-party websites.

# 11. TERM, CHANGES, AND OTHER

These Terms will remain in full force and effect while you use the Platform. Any future release, update, or other addition to functionality of the Platform shall be subject to these Terms. We reserve the right, at our sole discretion, to modify or replace these Terms without notice at any time. You can review the most current version of the Terms at any time at this page. The modified version of these Terms becomes binding on all users of the Platform from the moment it is published.

Except as otherwise agreed to in writing, nothing in these Terms should be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationships between us and third parties. Any references to such third parties do not indicate that such party has any authority to bind us to any agreements

or representations on our behalf without our prior written consent.

These Terms constitute the entire agreement between you and Recruo regarding the general use of the Platform, except where a separate written agreement (such as a B2B service or subscription agreement) exists between you (or your organization) and Recruo.

In the event of any conflict or inconsistency between these Terms and the provisions of such a separate agreement, the terms of the separate agreement shall prevail.

If any provision of these Terms is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

## 12. CONTACTS

In case of any questions concerning these Terms or the Platform, please contact us by email: odatskiv@recruo.com.