



## RECRUTAE online recruitment services – Terms of Service

BY COMPLETING AND SUBMITTING THE FORM AND/OR ACCESSING THE RECRUTAE ONLINE SERVICE ("HRTABLE", OR THE "SERVICE") YOU REPRESENT THAT YOU ARE OVER THE AGE OF 18 TO REGISTER FOR THE SERVICE IF YOU ARE USING THE SERVICE AS AN INDIVIDUAL. IF YOU ARE SIGNING UP YOUR COMPANY TO USE THE SERVICE, YOU REPRESENT THAT YOU HAVE COMPLETE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF YOUR COMPANY, THE TERM "YOU" IN THIS AGREEMENT MEANS YOUR COMPANY AND ALL OF ITS EMPLOYEES. EITHER AS AN INDIVIDUAL OR ON BEHALF OF YOUR COMPANY, YOU ARE AGREEING TO ALL THE TERMS OF THIS SUBSCRIPTION SERVICE AGREEMENT (THE "SERVICE AGREEMENT" OR "THIS AGREEMENT").

IF YOU DO NOT AGREE TO THE TERMS OF THIS SERVICE AGREEMENT, PLEASE DO NOT SUBMIT THE FORM OR REQUEST A SUBSCRIPTION TO THE SERVICE.

### Terms and conditions

#### 1. The Service

The Service consists of a browser interface, data encryption, data transmission, data access (as available) and, if applicable, synchronization software and data storage. As used in this Agreement the terms "You" and "Yours" encompasses each user accessing the Service by means of a valid account established by You including, if you are a corporation, all employees of Your corporation. You are responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Service, and for paying all third-party access charges (e.g., ISP, telecommunications) incurred while using the Service.

HRtable makes no guarantees as to the continuous availability of the Service or of any specific feature(s) of the Service. HRtable will inform you of any significant changes to the Service or to the terms and conditions of this Agreement that it may make from time to time.

#### 2. Use of HRtable

HRtable grants to You subject to the terms and conditions of this Service Agreement, an individual, personal, non-sub licensable, non-exclusive and non-transferable license to use HRtable, in object code form only, and only in accordance with the applicable end user documentation, if any, and solely in conjunction with this Service Agreement. Neither You (and if You are a company, none of Your employees) will, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the HRtable product; modify, translate, or create derivative works based on the HRtable product; or rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the HRtable product; use the HRtable product for timesharing or otherwise for the benefit of a third party; or remove any proprietary notices or labels on the HRtable products. Because Recrutae is proprietary, You agree not to publish or disclose to third parties any evaluation of HRtable's Services without Recrutae / HRtable's prior written consent. You acknowledge that Recrutae retains exclusive ownership throughout the world of all HRtable products, any portions or copies thereof, and all rights therein. Upon termination of this Service Agreement for any reason, this License will terminate, and You, and any user accessing the Service by means of a company account, if applicable, will cease to use or have access to the HRtable product.

### **3. Restrictions and Policies**

**A. General Use.** You will not use the Service in any way for spamming, chain letters, junk mail or distribution lists to contact any person who has not given specific permission to be included in such. You agree not to transmit or permit Your employees to transmit through the Service any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind. You will only use the Service for lawful purposes, in compliance with all applicable laws including, without limitations, copyright, trademark, obscenity and defamation laws. Unlawful activities may include (without limit) storing, distributing or transmitting any unlawful material, attempting to compromise the security of any networked account or site, or making direct threats of physical harm. You hereby agree to defend, indemnify and hold HRtable blameless against any claim or action that arises from Your use of the Service in an unlawful manner or in any manner inconsistent with the restrictions and policies stated herein.

**B. Privacy Policy and Confidentiality.** It is HRtable's policy to respect the privacy of its users. HRtable provides information such as your name, address, and credit card number to organizations (such as credit verification and billing services) to ensure that we receive proper payment for our services. HRtable will not share, rent, sell, or trade personal information (including e-mail addresses) that identifies our customers or users to third parties. HRtable will not share, rent, sell, or trade data contained in Your account. However, HRtable may use this information to contact You to ensure that You are satisfied with HRtable products or services, learn about any ideas you may have to improve our offerings, call your attention to additional offerings or services provided by HRtable, and communicate other information that HRtable believes will be useful. In addition, HRtable may share e-mail address and other information required to ensure that HRtable channel partners and contractors can provide services and support subscribed to by you.

User and Account Data given to us are considered confidential. HRtable's privacy policy is subject only to HRtable's obligation to comply with applicable laws and lawful government requests, to operate its business properly, and to protect its users or itself. HRtable reserves the right to contact users of the Service via e-mail or other means to inform them of their account status or changes or alterations to the service, or to inform them about additional offerings or services being provided or contemplated.

**C. Data Ownership Policy.** All data uploaded and stored within HRtable is legally owned by You. HRtable will not under any circumstances contact, share, rent, sell, or trade any stored data to any other third party unless required to do so by Law.

**D. Data Backup and Security.** HRtable shall use all reasonable efforts to protect Your data behind secure firewall systems. HRtable will conduct daily data backups, and store a complete daily backup of all full-system data in a separate data facility.

**E. Fair Use Policy.** HRtable operates a Fair Use Policy in connection with data storage enabling reasonable storage in relation to the business practices of any individual client and revenue we receive for the service. We impose set storage limits and ask that You do not abuse this policy. HRtable is not to be used as a repository for bulk storage from other internet sources i.e. Job boards or CV databases. HRtable reserves the right to charge additional storage fees or suspend accounts if this policy is abused.

**F. Content and use prohibited.** To ensure the respect of the confidentiality system it is strictly prohibited to indicate outside fields specifically designed for : email address, phone number, name of person. If you really need to indicate this kind of information in your content please contact us previously. Any failure in this regard may result in immediate removal of the account and can lead to a 250 € penalty after two (2) reminders by email.

It is your responsibility to ensure that advertisements you place via HRtable to your website or any third party job boards comply with your obligations under any local Acts that apply. You agree to comply with the Act(s) and these regulations as they affect the conduct of your business and the advertisements you place on your website and these job boards.

### **4. Support**

HRtable, or its designee(s), shall provide e-mail and or 'Live Support' between 9:00am and 6:00pm Monday-Friday (GMT+2 from april to october, GMT +1 from novembre to mars), except on public holidays, but has

no obligation to provide You with hard-copy documentation, upgrades, enhancements, modifications, or other support unless specifically contracted for. Support hours provided by HRtable resellers are pursuant to their normal business hours, which may differ from those of HRtable's or HRtable's designees.

## **5. Data Import**

HRtable provides an import tool for CV and applications you already have. You are responsible for the loading of Your data, its quality and integrity. Any expertise required to correct errors in data entry will attract charges if correction is needed by us. HRtable does not as part of this agreement provide a managed data import or data migration service as standard. HRtable can provide a paid for data import or data migration service for further information and to obtain costs please contact us.

## **6. Bulk Email**

You are responsible for all content sent via email in accordance with point 3. Restrictions and Policies A. General Use. HRtable cannot and will not be held responsible for any issues, complaints or blacklisting that arise from using this functionality or any abuse of the system.

## **7. Free user**

HRtable provides one free user access per account/business. The free access is allocated to the first user on the account. You are only entitled to one free user access per account.

You may not sign up for additional accounts where clearly the additional account is to be used within the same business on the basis of gaining additional free user access and thus evading user fee charges. Any business found to be abusing the free user access will have the additional accounts terminated and the data deleted without warning.

If you are unsure if you can take a second account with an additional free user access please contact us, we will be happy to advise.

## **8 Payment, Refunds, Upgrading and Downgrading Terms**

A valid credit card is required for paying accounts. Free accounts are not required to provide a credit card number.

If you sign up for a Managing, Sourcing, Recruiting or Premium account, with no commitment, you will be billed monthly each 5th of the month with a 1st bill the day of your order.

If you sign up for a Managing, Sourcing, Recruiting or Premium account, with commitment period you will be billed for the entire amount the day of your order with 1% discount for each month of commitment (max 24 months).

If you sign up for a CV Max account, with or without commitment period you will be billed for the subscription amount the day of your order and each 5th you will have to pay following your use on the past month and the prices of the Service indicated on our website and on your order.

If you have chosen a commitment period with CV Max you benefit of 1% discount for each month of commitment (max 24 months).

An upgrade from the free plan to any paying plan will end your free plan. You will be billed for your first month immediately upon upgrading.

If you order a plan without commitment, the Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused. In order to treat everyone equally, no exceptions will be made.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only France (our headquarters) taxes for french customers (which are automatically included to the bill in case of order by a french company).

For any upgrade or downgrade in plan level, a new invoice will automatically be send for payment online with the new rate on your next billing cycle.

Downgrading your Service may cause the loss of Content, features, or capacity of your Account. Recrutae does not accept any liability for such loss.

Payment by fraudulent means will result in immediate and permanent termination of the account, and possible criminal penalties.

By default all accounts are to be settled by either a valid credit or debit card. We offer the facility to pay service charges by Electronic Bank transfer, Internet Banking and Cheque. If you want to settle your account by any of these methods you MUST contact us to set up this facility which is subject to status.

For plans with commitments all accounts must be settled terms and cash with order. For plans without commitment all accounts must be settled the 1st month cash with order and each following month the 5th of the month. Failure to settle Your account by the due date will result in Your account being suspended for all Users and marked delinquent.

Whilst your account remains unpaid you will not be able to purchase additional Services.

For credit or debit card payments, Your account will be considered delinquent if Your credit card company refuses for any reason to pay the amount billed to it and that amount remains unpaid 7 days following the billing cycle.

Unpaid charges are subject to interest of 3% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection.

Any account which is not paid for more than 30 days will be considered delinquent and will be terminated without any obligation on the part of HRtable to maintain Your data. The amount not paid is due.

If You believe HRtable has billed You incorrectly, You must contact HRtable immediately stating the error or problem that has occurred, in order to receive an adjustment or credit if applicable.

Concerning bank charges, You are responsible for any charges incurred in making payment to Recrutae.

## **9 Cancellation and Termination**

Only plans without commitment can be cancelled.

Plans with commitments stop themselves at the date indicated on your bill.

You are solely responsible for properly cancelling your account. If you send an email request you must ensure that your message has been received.

You can cancel your account at any time contacting Customer Service by email or fax. You will receive a confirmation of your request on your email.

All of your Content could be immediately deleted from the Service upon cancellation. This information can not be recovered once your account is cancelled.

If you cancel a Service for which you did an order with no commitment period before the 1st of a month, your cancellation will take effect immediately and you will not be charged again. If it is after the 1st of the month the current month is due.

Recrutae, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Recrutae service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. Recrutae reserves the right to refuse service to anyone for any reason at any time.

## **10 Modifications to the Service and Prices**

Recrutae reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.

Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the HRtable Site ([www.HRtable.com](http://www.HRtable.com)) or the Service itself.

Recrutae shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

## **11. Publicity and Marketing**

By becoming a subscriber of the Service, HRtable may, at its discretion, issue a press release announcing the use of the Service by You. If use of the Service performs to Your satisfaction, You agree to provide HRtable with a quote from the primary decision maker and a user of the Service, as well as work with HRtable to approve, and not unreasonably withhold approval for, a press release. As of the effective date of subscription activation, You hereby grant HRtable the right to reference You, along with Your logo, on the customers section of HRtable's web site until such time as this agreement is terminated.

## **12 Copyright and Content Ownership**

We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours. However, by setting your pages to be shared publicly, you agree to allow others to view and share your Content.

Recrutae does not pre-screen Content, but Recrutae and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.

The look and feel of the Service is copyright©1999-2009 Recrutae Sarl. All rights reserved. You may not duplicate, copy, or re-use any portion of the HTML/CSS, Javascript, or visual design elements or concepts without express written permission from Recrutae.

## **13. Passwords and Security**

You will choose or be given all applicable passwords to use in connection with the Service. You are entirely responsible for maintaining the confidentiality of Your passwords and account (including, if applicable, the passwords and accounts of each user accessing the Service by means of an account established by You). Furthermore, You are entirely responsible for any and all activities that occur under Your account (including, if applicable, the accounts of each user accessing the Service by means of an account established by You), and You shall ensure that You exit from Your account at the end of each session. You shall notify HRtable immediately of any unauthorized use of Your account (including, if applicable, the passwords and accounts of each user accessing the Service by means of an account established by You) or any other breach of security. HRtable cannot and will not be liable for any loss or damage arising from Your failure to comply with these requirements.

## **14. Browser and operating system policy**

HRtable operates in the following browsers : Internet Explorer 7 as a minimum, Firefox running on Windows or Mac operating systems, Safari.

HRtable requires users to enable session cookies (enabling permanent cookies is recommended), and JavaScript, in your browser.

## **16. Data Protection**

It is Your responsibility to apply and hold a valid Data Protection number in line with Your responsibilities as a employment agency and employment business in-line with any local Acts. HRtable is not responsible

and cannot be held responsible for Your failing to comply with said Act(s).

#### **17. Warranty and Disclaimer**

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND HRTABLE DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. SOME COUNTRIES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. HRTABLE DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR NETWORK, OR LOSS OF DATA THAT RESULTS FROM USE OF THE SERVICE.

#### **18. Limitation of Liability**

HRTABLE'S TOTAL LIABILITY WITH RESPECT TO THE SUBJECT MATTER OF THIS SERVICE AGREEMENT (INCLUDING, BUT NOT LIMITED TO, LIABILITY ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE), WILL BE LIMITED TO THE FEES PAID BY YOU TO HRTABLE FOR THE SERVICE UNDER THIS SERVICE AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT OF INJURY THAT GAVE RISE TO THE LIABILITY. NEITHER HRTABLE NOR ITS LICENSORS SHALL BE LIABLE IN ANY EVENT FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THE COST OF ANY SUBSTITUTE PROCUREMENT), WHETHER OR NOT FORESEEABLE AND EVEN IF HRTABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **19. Miscellaneous**

This Agreement is between Recrutae, HRtable's holder, and You, and is not for the benefit of any third party, whether directly or indirectly (including, if applicable, any user accessing the Service by means of an account established by You). The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub licensable by You except with HRtable's prior written consent. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FRENCH LAW. YOU AND RECRUTAE AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS LOCATED IN FRANCE. You and Recrutae agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous or contemporaneous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and You do not have any authority of any kind to bind HRtable in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly served, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. It is the express will of the parties that this Agreement and all related documents have been drawn up in English.

Questions about the Terms of Service should be sent by our form on [HRtable.com](https://www.hrtable.com).