



## **TERMS OF USE**

### **FOR INDIVIDUALS USING RECRIGHT VIDEO RECRUITMENT SERVICE**

Welcome to the RecRight service (the "Service") provided by MobileCV Oy (the "Service Provider"). You as a candidate have been invited by a potential employer ("Employer") to apply for an open position or for purposes of a video interview via the Service. This document (the "User Agreement") sets forth the terms of your use of the Service. You should carefully read this User Agreement before using the Service. Your use of the Service amounts to acceptance of this User Agreement.

### **YOUR USE OF THE SERVICE**

You may use the Service if you are at least 18 years of age. Use by persons under 15 years is not permitted. Use by persons 15-17 years of age required that you first obtain the consent of your parent or guardian. You acquire your right to use the Service as a private person and may not enter into this User Agreement on behalf of any company or firm, nor may you transfer your right to use the Service to any other person or entity. An active email address is required in order for you to be able to send a job application or receive an interview invitation. Your access to the interview is the personal link sent to your email. You agree to keep your access link confidential and not to share such link with any third party. You bear the responsibility and liability in respect of all actions carried out by use of your access link. You shall immediately notify the Service Provider in case there is any reason to believe that your access link may have been disclosed to a third party. You are responsible for the accuracy of your information. The Service Provider reserves the right to restrict or terminate your ongoing user rights (use privileges) at any time in the event that the Service Provider has reason to suspect misuse of your access link or otherwise.

### **YOUR RIGHTS AND RESPONSIBILITIES**

You are responsible for acquisition, installation, maintenance and operating costs related to all devices, software and telecommunications connectivity and access services necessary for your use of the Service and that such devices, software and services do not cause hindrance, interference or other damage or disadvantage to the Service Provider or to other users of the Service. You are responsible for maintaining the information security in respect of your devices and software. The Service Provider shall not have any liability for the destruction, loss or change to any of your materials. You agree and confirm that:

- no materials provided by you are illegal, libelous, threatening, indecent or otherwise objectionable or unsuitable for publication;
- you have undertaken reasonable measures to find and remove possible viruses or other harmful properties in the materials provided by you;
- all materials provided by you are owned by you and that you have full right to provide such material to the Service Provider and the Employer;
- the materials provided by you shall not include any confidential or other information that you have no right to disclose and that the use and onward disclosure of such materials will not infringe the copyright or other intellectual property rights of third parties. You shall indemnify the Service Provider in respect of any cost, expense or

- other loss arising on account of any third party claim based on materials provided by you; and
- you expressly authorize the Service provider to convey the materials provided and content produced by you to the Employer.
  - You shall not (i) create derivative works based on the Services, (ii) copy, frame or mirror any part or content of the Services, (iii) reverse engineer the Services, or (iv) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

## **THE SERVICE PROVIDER'S RIGHTS AND RESPONSIBILITIES**

The Service Provider reserves the right to provide the Service as it sees fit and the right to alter at any time the characteristics of the Service, its content, its availability and the technical requirements for the equipment used for Service access. The Service Provider reserves the right, but accepts no obligation, to review, change or restrict the publication of materials created by you in particular if such materials are found to be inappropriate or against applicable law. The Service Provider has the right to restrict or deny your access to the Service in the event the Service Provider has reason to believe that the Service is being used against the law or otherwise in an inappropriate manner, in violation of this User Agreement, or based on a request from government authority. The Service Provider disclaims any responsibility for the accuracy and reliability of information provided through the Service. Any warranty or liability for the suitability of the information to a specific purpose is expressly excluded. The Service Provider reserves the right to temporarily suspend the Service to the extent suspension is necessary on account of the Service or its change or revision, due to installation, modification or maintenance of the telecommunications network or if suspension is necessary due to laws or orders of regulatory authority or for other justified reason. The service provider will use reasonable efforts to keep interruptions of the Service to the minimum and to minimize the inconvenience caused by the suspension. The Service Provider will take corrective action in respect of errors in the Service without undue delay during normal business hours.

## **LIMITATION OF LIABILITY**

You use the Service at your own risk. The Service Provider is not liable to you in respect of any direct or indirect damage or other cost, loss or expense caused by or arising in connection with your use of the Service or the web pages accessible through the Service, irrespective of whether the Service Provider had been notified of the possibility of such damage.

The Service Provider is not a party to the recruitment process occurring between you and the Employer and only provides recruitment support services for the account of the Employer or distributes materials and information provided by you through the Service. The Service Provider disclaims responsibility for any part of the actions and decisions of the Employer, including but not limited to information provided regarding the open position and regarding the tasks involved, the conduct of the recruitment process and the Employer's decisions regarding that process, as well as any offers, responses and agreements related to any possible employment or other contractual relationship between the User and the Employer.

## **PRIVACY**

The personally identifiable information provided by you is stored and processed by the Service Provider in accordance with Finnish privacy legislation and as outlined in the [privacy policy](#). You accept that representatives and advisers of Employers who use the Service may be physically located outside the European Union and the European Economic Area.

Personally identifiable information regarding you may thus be transferred and processed outside the European Union and the European Economic Area. Your consent for publication of specific personally identifiable information in the Service or through a linked service of another service provider shall be deemed to include your consent to the transfer of the personally identifiable information outside the European Union and the European Economic Area.

Information in accordance with Section 19, paragraph 1 subsection 2 of the Finnish Personal Data Act about the name, profession, age, sex and language, one personal identifier and contact information provided by you to the Service may be used to provide information relating to the products and services of the Service Provider. You have the right to prohibit the use of such information.

## **TERMINATION OF AGREEMENT**

You can terminate the Service use privileges by contacting the Service Provider's customer service and requesting deletion of your materials. Notwithstanding such termination, the Service Provider has the right to maintain your user information and to process your materials and information for the duration of all pending recruitment processes of Employers in which you have participated through the Service, and for a reasonable time thereafter. The Service Provider may discontinue your Service and/or use privileges by notifying you of the termination of this User Agreement at the email address provided by you. Such notice of termination shall be effective 7 days after the termination notice has been sent. In case of a justified reason, your use privileges may however be terminated immediately and without prior notice by the Service Provider.

## **EFFECTS OF TERMINATION**

Upon termination for any reason, your right to use the Service expires. The Service Provider may erase all information about you as well as any materials and content you have provided. The Service Provider has no obligation to deliver such materials to you.

## **MODIFICATION AND ASSIGNMENT**

The Service Provider reserves the right to modify these terms unilaterally by notifying you. The Service Provider will use reasonable efforts to notify you of changes as early as possible. If you use the Service after being notified of the change, you shall be deemed to have consented to such change. The Service Provider may assign this User Agreement to another corporation under common control with the Service Provider and to a purchaser of the Service Provider's business and assets. You may not assign the Agreement.

## **FORCE MAJEURE**

The Service Provider is not responsible for any delay or error caused by reasons beyond the Service Provider's reasonable control (force majeure). In case of delays, the Service Provider will resume the Service as soon as such resumption is reasonably possible in the circumstances.

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**APPLICABLE LAW**

Laws of Finland shall apply to the use of the Service and to this User Agreement, excluding the Finnish conflicts of laws principles.