

Terms and conditions HappyRecruiter.com

This page states the Terms and Conditions of Use ("Terms") under which you ("You") may use Happy Recruiter Sites and the Services provided (each as defined below). These Terms constitute a binding agreement between You and Happy Recruiter SRL or the Happy Recruiter company operating the Web site for the country in which You live or in which business is headquartered ("HappyRecruiter"), and are deemed accepted by You each time that You use or access any Happy Recruiter Site or Happy Recruiter Services. If You do not accept the Terms stated here, do not use the Happy Recruiter Sites and the Happy Recruiter Services.

A. Definitions

The following definitions apply:

1. "Client" means the company, firm or organisation acting as an employment, staffing, temporary work or other type of recruiting agency which has set up an account with Happy Recruiter in order to use the Services.
3. "Contract" means the full package of General Terms and Conditions of Use and the separate Products terms and conditions, for whichever specific product is chosen by the Customer. Your use of the Happy Recruiter Services might be also subject to any other contracts You may have with Happy Recruiter. In the case of any conflict between these Terms and any other contract you have with HappyRecruiter, the terms of your particular contract will prevail.
4. "Commencement Date" means the date for the commencement of the Services as set out in the Order Confirmation.
5. "Order Confirmation" means, in the case of online orders, the confirmation of purchase on the Website of one or more of the Services; and in the case of orders via the Happy Recruiter sales team, the form signed by the Client confirming details and pricing of the Services ordered by the Client.
6. "HappyRecruiter" means Happy Recruiter SRL or any of the companies inside the Group, acting through its platforms and/or any other platform operated by the upper mentioned company/companies.
8. "Services" means the online marketing for recruitment services.
9. "Active project" means the status of a project posted on Happy Recruiter, when the project is marketed to the potentially eligible candidates.
10. "Terms" means these terms and conditions.
11. "Website" means <https://happyrecruiter.com> and/or any other platform operated by HappyRecruiter, and includes without limitation its content, databases, software, code and graphics.

B. Products description

On HappyRecruiter, the Client can choose out of the packages of recruitment projects posting. With the projects packages, the Client gets the right to post one or more recruitment project details and to see all the candidates saying that do qualify based on the criteria specified by the Client. A recruitment project can be suspended or re-activated, based on the Client's need for recruitment.

The client pays for a period of up to 30 days of active recruitment projects posting; during this period, the client can have "Active" as many projects as needed, but not more than the maximum number of projects included in the package the Client bought.

While the project is suspended, the Client can still see the candidates that have been delivered.

For the services provided, Happy Recruiter issues a proforma invoice. The proforma must be paid in no more than 5 days while the services are active right after the payment is registered in the bank account.

C. Contractual rules

1. Happy Recruiter shall provide the Services in accordance with these Terms. Clients must set up an account with Happy Recruiter in order to gain access to the Services. The Services do not constitute an offer by HappyRecruiter, and Happy Recruiter reserves the right in its sole and absolute discretion to refuse to offer the Services to any person or organisation.

2. A legally binding contract between Happy Recruiter and the Client comprising these Terms and the Order Confirmation will come into effect when (i) in the case of online orders, the screen confirming successful purchase of Services appears on the Website or (ii) in the case of orders via the Happy Recruiter sales team, Happy Recruiter has received the Client's completed Order Confirmation. The Client acknowledges that such contract is conditional upon the Client passing Happy Recruiter's credit checking process.

3. Happy Recruiter shall perform the Services using information and criteria supplied by the Client. It is the Client's responsibility to provide accurate and up to date information.

4. The Client undertakes not to submit for inclusion in any job posting, the contact details and it's Recruiter Profile, or anything to appear on the Website, any material which is illegal, defamatory, offensive, fraudulent, violent, discriminatory, obscene or sexually explicit or which may adversely affect Happy Recruiter or Happy Recruiter's reputation.

5. For any of the Services paid for online, Happy Recruiter shall issue an invoice to the Client and a contract. The Client shall pay Happy Recruiter's invoices in full within 5 days from the date of invoice. For the avoidance of doubt, the Client shall remain liable for payment of all agreed Happy Recruiter Services notwithstanding such Services have been suspended or terminated.

6. Online payment services will be carried out by an online payment system for the online shopping store. The online payments shall be subject to the respective store terms and conditions.

7. For a part of the Services purchased online, refunds may occasionally be given at Happy Recruiter's sole and absolute discretion. Happy Recruiter may, in its sole and absolute discretion, add to, modify or discontinue any of the Services from time to time. However, this will not affect any Order Confirmation agreed prior to any change or withdrawal of the relevant Service.

8. Happy Recruiter reserves the right to change the fees and/or these Terms from time to time, provided that no change shall be retrospective.

9. Without prejudice to any other remedy, Happy Recruiter may terminate the Client's account and any or all contracts and Services with immediate effect in the event of material or persistent breach of these Terms by the Client or if Happy Recruiter has reasonable grounds to believe that the Client cannot or will not pay its debts.

10. Happy Recruiter reserves the right in its sole and absolute discretion to close any account at any time without reason. Examples of accounts that may be closed include, but are not limited to:

- Clients who have not provided full or accurate contact or company information.
- Clients that Happy Recruiter considers to be acting inappropriately or illegally.
- Clients that use the Website to advertise other websites, services, businesses and/or business opportunities in any part of the job vacancy or on any part of the site, other than those permitted by Happy Recruiter.
- Clients that are using the Services unreasonably, as considered by Happy Recruiter.

11. The Client agrees to use the Website and the Services in "good faith" i.e. to post authentic, impartial and unique jobs of reasonable quality, which provide both adequate and accurate job details. The Client also agrees that any abuse of the Services, Website or these Terms can result in the Client's access to the Services being removed, and its account terminated.

12. All intellectual property rights connected with the Services and/or the Website shall remain vested in Happy Recruiter or any third party from whom such rights are licensed. The Client shall not reproduce, copy, modify, adapt, publish, transmit, distribute or in any way commercially exploit any material which is subject to any such intellectual property rights.

13. Happy Recruiter cannot guarantee that (i) the Website and/or the Services will be available at all times; (ii) the Website will be free from errors, viruses and/or other harmful applications; and (iii) the Services will generate any applications, responses or results. Happy Recruiter shall not be in breach of these Terms if events beyond its reasonable control prevent Happy Recruiter from performing the Services. It is the Client's responsibility to protect their computers against any viruses and malware.

14. These Terms and, where appropriate, the Order Confirmation contain the entire agreement and understanding between Happy Recruiter and the Client. The Client acknowledges that it has not relied on any representation made by Happy Recruiter in entering this contract, however, nothing in this clause shall exclude any liability for

fraudulent misrepresentation. To the fullest extent permitted by law, all terms implied by law or statute are excluded.

15. In the event that the Client makes a claim against Happy Recruiter for whatever reason, Happy Recruiter's liability (if any) shall not exceed the price paid or to be paid by the Client for the Services. Under no circumstances shall Happy Recruiter be liable for any consequential, indirect or special losses howsoever arising or for any loss of profits, revenue, interest, goodwill, business and/or savings (whether direct or indirect). Nothing in these Terms shall be construed to exclude Happy Recruiter's liability for death or personal injury by negligence or any other liability which cannot by law be excluded.

16. If any clause or part of a clause is held to be invalid or unenforceable, this will not affect the validity or enforceability of the remaining clauses or parts.

17. Notices to Happy Recruiter shall be sent by email to office@happyrecruiter.com and notices to the Client shall be sent by email to the address supplied on set up of the Client's account.

18. From time to time Happy Recruiter will contact Clients in order to evaluate the service they receive and also to promote Happy Recruiter's services and products. Happy Recruiter monitors the quality of vacancies from time to time in order to provide a better service to candidates.

19. The Client undertakes not to solicit, or endeavour to solicit, for employment or engagement with itself or any associated company or organisation, any employee of Happy Recruiter or of any member of the Happy Recruiter Group. Breach of this clause shall be a material breach and will entitle HappyRecruiter, without prejudice to any other remedies it may have, to terminate the Client's account and Services immediately.

The Client will not be entitled to bring any claim or legal proceedings in respect of any refund or other repayment, howsoever arising, 4 years after the date on which entitlement to such refund or repayment arose. For the avoidance of doubt, the Website terms and conditions apply in addition to the above Terms.

20. The Client, if an employment agency is explicitly declaring that he does comply with the provisions of the Romanian Law 156/2000 and/or any other relevant regulation ("the Regulations") in relation to all vacancies posted on HappyRecruiter' site, communications with applicants and management of applicants' details. The Client shall indemnify Happy Recruiter against any Losses in connection therewith.

21. The Terms shall be governed by the Romanian law and the parties submit to the exclusive jurisdiction of the courts of Tirgu Mures (Mures County).

22. The Client shall not post any vacancy where:

1. there is a risk to the health and safety of any applicant at the location where the work is to be performed, unless the Client undertakes to inform the candidates of such risks and the steps taken to prevent or control such risks.

2. the role involves working with vulnerable persons, including without limitation persons under the age of 18 or persons in need of care and attention by reason of old age, infirmity or any other circumstances, unless the Client undertakes, in respect of the candidate to be placed, (i) to obtain copies of any relevant qualifications or authorization of the candidate; (ii) to obtain two references from persons who are not relatives of the

candidate; and (iii) to take all other reasonably practicable steps, including without limitation complying with all relevant laws, codes of practices and guidelines issued by relevant authorities, to confirm that the candidate is not unsuitable for the position concerned.

3.1 The Client accepts responsibility for any detriment which it may suffer or incur in respect of the engagement of an applicant and shall hold Happy Recruiter harmless against any Losses in connection therewith. The Client shall use all reasonable endeavors to ascertain that it will not be detrimental to the interests of the applicant it intends to engage (if any) to work for the Client in the vacancy posted.

3.2. Happy Recruiter reserves the right in its sole and absolute discretion to remove any vacancy at any time without reason. Examples of vacancies that may be removed include, but are not limited to:

- those that Happy Recruiter considers illegal, inappropriate or fraudulent
- those that directly or indirectly require or ask for application or registration fees
- those that advertise franchise, pyramid, network marketing or get-rich-quick schemes
- those that have been indiscriminately posted or duplicated across multiple sectors
- those that advertise websites, services, businesses, business opportunities and/or contact details.
- those of Clients who solicit staff from any member of the Happy Recruiter Group

D. Understanding your rights and responsibilities as a Happy Recruiter user

Privacy reminder

Protect your personal information by never providing credit card, social security, bank account numbers or any other personal information to prospective agencies. Happy Recruiter is fully dedicated to providing the safest possible environment for you to search for jobs and career management. In order to assist you with this goal, we kindly ask you to keep a few simple security precautions in mind when evaluating the job postings on Happy Recruiter and the job opportunities that you may receive unsolicited via email.

Regrettably, all online companies are susceptible to occasional scams. While Happy Recruiter makes all the reasonable efforts to prevent this type of abuse, it is not immune to such activity.

For example, it's possible that you may encounter fraudulent job opportunities when searching for jobs online, or you may receive fraudulent email that has had the sender's email address forged to make it appear as if it came from us, Happy Recruiter. Such practices are a violation of HappyRecruiter' Terms and conditions of Use and may be a criminal violation of local and/or international law.

E. Terms and conditions of Use

The Happy Recruiter Sites also allows Users to create individual profiles, which may include personal information ("Profiles"), and to make these Profiles, or aspects thereof, public.

Happy Recruiter may revise these Terms at any time by posting an updated version to this Web page. You should visit this page periodically to review the most current Terms because they are binding on You.

Users who violate these Terms may have their access and use of the Happy Recruiter Sites suspended or terminated, at Happy Recruiter's discretion.

You must be 14 years of age or older to visit or use any Happy Recruiter Site in any manner, and, if you are under the age of 18 or the age of full age as that is defined in Your jurisdiction, must use any Happy Recruiter Site under the supervision of a parent, legal guardian, or other responsible adult.

You may not use the Happy Recruiter Content or Profiles to determine a consumer's eligibility for: (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit.

Whilst we try to ensure that the standard of the Website remains high and to maintain the continuity of it, the internet is not an inherently stable medium, and errors, omissions, interruptions of service and delays may occur at any time. We do not accept any liability arising from any such errors, omissions, interruptions or delays or any ongoing obligation or responsibility to operate the Website (or any particular part of it) or to provide the service offered on the Website. We may vary the specification of this site from time to time without notice.

F. Use of Happy Recruiter Content

The contents of the Happy Recruiter Sites, such as designs, text, graphics, images, video, information, logos, button icons, software, audio files and other Happy Recruiter content (collectively, "Happy Recruiter Content"), are protected under copyright, trademark and other laws. All Happy Recruiter Content is the property of Happy Recruiter or its licensors. The compilation (meaning the collection, arrangement and assembly) of all content on the Happy Recruiter Sites is the exclusive property of Happy Recruiter and is protected by copyright, trademark, and other laws. Unauthorized use of the Happy Recruiter Content may violate these laws and/or applicable communications regulations and statutes, and is strictly prohibited. You must preserve all copyright, trademark, service mark and other proprietary notices contained in the original Happy Recruiter Content on any authorized copy You make of the Happy Recruiter Content.

Any code that Happy Recruiter creates to generate or display any Happy Recruiter Content or the pages making up any Happy Recruiter Site is also protected by Happy Recruiter's copyright and You may not copy or adapt such code.

You agree not to sell or modify the Happy Recruiter Content or reproduce, display, publicly perform, distribute, or otherwise use the Happy Recruiter Content in any way for any public or commercial purpose, in connection with products or services that are not those of the Happy Recruiter Sites, in any other manner that is likely to cause confusion among consumers, that disparages or discredits Happy Recruiter or its licensors, that dilutes the strength of Happy Recruiter's or its licensor's property, or that otherwise infringes Happy Recruiter's or its licensor's intellectual property rights. You further agree to in no other way misuse Happy Recruiter Content. Any code that Happy Recruiter creates to generate or display any Happy Recruiter Content or the pages making up any Application or Service is also protected by Happy Recruiter's copyright and you may not copy or adapt such code.

G. Use of the Happy Recruiter Services

The job posting, candidates database ("Happy Recruiter candidates Database") and other features of the Happy Recruiter Sites may be used only by individuals seeking employment and/or career information and by recruiters seeking candidates/employees. Your use of the Happy Recruiter Services is also subject to any other contracts You may have with Happy Recruiter. In the case of any conflict between these Terms and any contract you have with HappyRecruiter, the terms of your contract will prevail. The term "post" as used herein shall mean information that You submit, publish or display on a Happy Recruiter Sites.

You are responsible for maintaining the confidentiality of Your account, Profile and passwords, as applicable. You may not share Your password or other account access information with any other parties, temporarily or permanently, and You shall be responsible for all uses of Your username and password, whether or not authorized by You. You agree to immediately notify Happy Recruiter of any unauthorized use of Your account, Profile, or password.

All Happy Recruiter Users agree to not:

(a) transmit, post, distribute, store or destroy material, including without limitation Happy Recruiter Content, in violation of any applicable law or regulation, including but not limited to laws or regulations governing the collection, processing, or transfer of personal information, or in breach of Happy Recruiter's privacy policy;

(b) take any action that imposes an unreasonable or disproportionately large load on any Happy Recruiter Site's infrastructure;

(c) use any device to navigate or search any Happy Recruiter Sites other than the tools available on the Site, generally available third party web browsers, or other tools approved by HappyRecruiter;

(d) use any data mining, robots or similar data gathering or extraction methods;

(e) violate or attempt to violate the security of any Happy Recruiter Site including attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;

(f) forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting;

(g) reverse engineer or decompile any parts of any Happy Recruiter Sites;

(h) aggregate, copy or duplicate in any manner any of the Happy Recruiter Content or information available from any Happy Recruiter Sites, including expired job postings, other than as permitted by these Terms;

(i) frame or link to any Happy Recruiter Content or information available from any Happy Recruiter Sites, unless permitted by these Terms;

(j) post any content or material that promotes or endorses false or misleading information or illegal activities, or endorses or provides instructional information about illegal activities

or other activities prohibited by these Terms, such as making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating media;

(k) post any Profile or apply for any job on behalf of another party ;

(l) defer any contact from an agency to any agent, agency, or other third party;

(n) share with a third party any login credentials to any Happy Recruiter Sites;

(o) access data not intended for You or logging into a server or account which You are not authorized to access;

(p) post or submit to any Happy Recruiter Sites any incomplete, false or inaccurate biographical information or information which is not Your own;

(q) post content that contains restricted or password-only access pages, or hidden pages or images;

(r) solicit passwords or personally identifiable information from other Users;

(s) delete or alter any material posted by any other person or entity;

(t) harass, incite harassment or advocate harassment of any group, company, or individual;

(u) send unsolicited mail or email, make unsolicited phone calls or send unsolicited faxes promoting and/or advertising products or services to any User, or contact any users that have specifically requested not to be contacted by You;

(v) attempt to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to any Happy Recruiter Site, overloading, "flooding", "spamming", "mailbombing" or "crashing";

(w) promote or endorse an illegal or unauthorized copy of another person's copyrighted work, such by as providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacture-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files;

(x) use the Happy Recruiter Services for any unlawful purpose or any illegal activity, or post or submit any content, CV, or job posting that is defamatory, libelous, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, hateful, racist, discriminatory, of a menacing character or likely to cause annoyance, inconvenience, embarrassment, anxiety or could cause harassment to any person or include any links to pornographic, indecent or sexually explicit material of any kind, as determined by Happy Recruiter's discretion.

Violations of system or network security may result in civil and/or criminal liability. Happy Recruiter will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

For the Clients with fiscal residence within a UE member state, other than the fiscal residence of the Happy Recruiter site owner, a VAT (value-added tax) registration code is performed on the VIES website (http://ec.europa.eu/taxation_customs/vies/).

- If the VAT code is considered valid, the services will be invoiced with 0% VAT rate.
- If the VAT code is considered invalid, the services will be invoiced with 19% VAT (the VAT rate in Romania).

Please contact us at office@happyrecruiter.com for any mismatches related to the VAT registration and the invoicing.

H. Additional Terms Applicable to Agencies

The agencies are solely responsible for their postings on Happy Recruiter Sites. Happy Recruiter is not to be considered to be an agency with respect to Your use of any Happy Recruiter Sites and Happy Recruiter shall not be responsible for any employment decisions, for whatever reason, made by any entity posting jobs on any Happy Recruiter Sites.

You understand and acknowledge that if You cancel Your account, all Your account information from HappyRecruiter, will be marked as deleted in Happy Recruiter's databases. Information may continue to be available for some period of time because of delays in propagating such deletion through Happy Recruiter's web servers.

You shall use all the Happy Recruiter services in accordance with all applicable privacy and data protection laws.

Whenever we consider needed, the Terms and conditions might change. You will be notified for each change in the terms and the conditions. For any questions related to our Terms policy, please write us at office@happyrecruiter.com

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PERSONAL DATA PROCESSING AGREEMENT

Art. 1 The Client shall comply with the rules and obligations imposed by the provisions in force concerning the protection of personal data.

Art. 2 The Client is aware that European Regulation 679/2016 applies to any data controller or empowered person located in the European Union and to any person processing personal data of data subjects located in the EU or providing them with services. Therefore, the Client confirms full compliance with the following provisions, including but not limited to

- the ability to respect the rights of data subjects regarding deletion, correction or transfer of personal information
- to inform in case of data breaches of all relevant recipients, within a maximum 72 hours, and in the case of the Happy Recruiter SRL no later than 24 hours from the time that such data breaches reached the attention of the Client
- fulfilling all mandatory duties on documenting compliance with Regulation 679/2016.

Art. 3 The Client may use the personal data of candidates provided by Happy Recruiter SRL within the limit of the contract he has concluded with Happy Recruiter SRL , any additional processing or other purposes is subject to a separate data processing agreement between the Client and the Candidate.

Art. 4 Personal data handed over to the Client may not be made accessible or disclosed to unauthorized third parties or made available for use otherwise. Therefore, the Client will take all the necessary technical and organizational measure , regarding obligations assumed under this clause:

- will prevent unauthorized persons from gaining access to data processing systems with which personal data are processed or used
- will prevent unauthorized use of data processing systems
- Will ensure that persons entitled to use a data processing system have access only to data they have access right and that personal data can not be read, copied, modified or removed without authorization during processing and after storage
- will ensure that personal data can not be read, copied, changed or removed without authorization during electronic transmission or transport and that it is possible to verify and establish to which bodies the transfer of personal data is sought by means of data transmission
- will ensure that it can verify and establish whether and by whom have been entered, modified or deleted personal data to / from data processing systems
- will ensure that regards a data processing personal data are processed strictly in accordance with this contract agreement with the Happy Recruiter SRL