

GENERAL TERMS AND CONDITIONS

on the use of the Website

1. SCOPE OF THE GTC

The www.recruit.hu website (hereinafter referred to as: **Website**) is operated by **Recruit Személyzeti és Tanácsadó LLC** (seat: 1055 Budapest, Falk Miksa utca 28. 1. em. Reg.no.: 01 09 962866 Tax no: 23379743-2-41; hereinafter referred to as: **Service Provider**)

By means of the present General Terms and Conditions (**GTC**) Service Provider shall determine the rules of the use of the Website and the conditions of use of the services through this Website relating to the information society.

Certain services of the Website may only be used after the entering of personal data, these are the applying for a job and the sending of the CV, the other functions and services of the Website may be used without registration and without providing any identifying personal data.

The present GTC covers the Website, the private person visiting the Website (hereinafter referred to as: **User(s)**) regardless of whether he or she uses a function that requires the entering of personal data or visits the Website without it.

Private persons and legal entities are also entitled to use the services of the Website, the services of the Website may not be used by persons under the age of 18; they may not use the Website.

2. ACCEPTANCE OF THE GTC

By visiting the Website and by using any function or service of the Website the User automatically, without making any further legal statement agrees to be bound by the present GTC relating to the Website.

The language of the contracts resulting from the acceptance of the present GTC is Hungarian, these contracts do not constitute written contracts, therefore the Service Provider does not file them as such, and these are not available at a later time.

3. MODIFICATION OF THE GTC

Service Provider is entitled to modify unilaterally the present GTC in its sole discretion. The reasons of the modification shall be especially but not limited to:

- a) fundamental change in the circumstances of the Service Provider;
- b) essential change of technology;
- c) change of law;
- d) reasons in connection with the Service Provider's operation, business interests, technological or technical possibilities, business operations or circumstances influencing the services.

The Service Provider is obliged to publish free of charge the consolidated version of the GTC on the Website in a readily apparent location, on the first page of the Website or in a directly accessible way from the Website, in a storable, displayable, printable form. Any modification of the GTC takes effect on the 8th day after the publication and the modification of the GTC shall apply to every use of the Website after the modification of the GTC.

4. THE AIM OF THE WEBSITE

The aim of the Website is to search employees working in the field of IT for employers looking for employees, and to find a job for employees seeking for a job in the field of IT, to support this activity, to support the manpower agency services of the Service Provider. On the Website the Users may search among the employers' job offers displayed by the Service Provider.

On the Website the Users may search by professional field, language and location among the job offers, and may upload their CVs to the chosen job offer, or may apply for the job via e-mail.

The Service is a service relating to the information society based on Act CVIII of 2001 on Electronic Commerce and on Information Society Services.

The Service Provider shall not verify the content of the information made available by itself, and shall not search for facts and circumstances which may refer to the pursuit of illegal activities.

5. SUBMISSION OF A CV

For the submission of a CV the User shall provide his or her personal data on an electronic form for this purpose, such as his/her name, date of birth, the code indicated on the Website for the position he/she wish to apply, his/her e-mail address, and he/she may choose whether he/she wish to receive a notification from the Service Provider via telephone or e-mail, furthermore, he/she may provide his/her phone number and may indicate when the Service Provider can reach him/her on this number, and may also provide his/her LinkedIn profile.

After that the User may upload his/her CV, and may send his/her application to the position. The employers having a contractual relationship with the Service Provider may search among the submitted CVs, and may send offers to the Users.

For the submission of a CV, for the purpose of identification, the provision of name, date of birth and e-mail address is mandatory, the provision of further date is optional.

In case the User sends his/her CV via e-mail to the Service Provider, the provision of the e-mail address and name is mandatory from the above data.

The Service Provider shall not apply formal, content, extent or other requirements regarding the CV, it is possible to upload, submit the CV in any standard, machine-readable document format.

In case the User shall not submit his/her CV in a standard format, the Service Provider may not guarantee the opening, processing and sending thereof to the employer offering the job.

When uploading, submitting the CV, the given name and the message sent may not contain indecent, obscene or offensive expressions. In case the User enters such name or sends such kind of message, the Service Provider shall be entitled to limit the service, or delete the CV, letter of the User without notification.

In case of submitting a CV the Service Provider accepts the CV and forwards it together with the User's data to the employer publishing the job offer having a contractual relationship with the Service Provider.

The User acknowledges that in case he/she applies to an anonym job offer, it is not possible to know the person of the employer who posted the job in course of the application process.

6. GENERAL RULES OF THE USE OF THE WEBSITE

In course of the use of the Website the Users are required to provide their real data in accordance with their valid identity card and address card - in case of legal entities in accordance with the data of the relevant record - and they shall notify the Service Provider of any changes in these data without delay, but no later than within 15 days.

In the name of a non private person User only the person entitled to represent the User entity or entitled to act in the name of the entity based on the or an authentic record or authorization shall use any services available on the Website.

Service Provider hereby excludes its liability for the damages arisen from providing misleading, wrong or false data or e-mail address in course of the use of the Website, at the same time the Service Provider is entitled to claim compensation of any and all damages arising from such activity of the User. Users are entitled to verify or modify their data at any time. Service Provider is entitled to cancel the obviously wrong or false data, in case of any doubt Service Provider is entitled to check the reality of data.

Service Provider reserves the right to decline the provision of data of the User in the Website, to forbid the use of the Website to the User, to exclude the User from the Website, in particular in case of the provision of unreal or false data or in case of suspicion of any abuse of the data.

In the event the Service Provider becomes aware of the fact that the User provides data of other or non-existing person or provides unreal or false data in course of the use of the Website which infringes the present GTC or the rights of third persons or the law, Service Provider is entitled to delete the User and his/her data from the database.

The management of the personal data given in course of the use of the Website is governed by the privacy policy of Service Provider which is available in a separate section on the Website.

Service Provider is also entitled to delete all data of the User stored on the Website if:

- a) the User uses the Website or the services in such a way that is contrary to the present GTC or the laws, or uses for unfair purposes
- b) the User publishes such content on the Website or refers to such content, or uses the Website in such a way that infringes or may infringe the rights, goodwill, business interests, general opinion of the Service Provider (or its company group), especially the opinion on its products or services,
- c) the User uses the Website or the services in such a way that infringes or may infringe the rights or legitimate interests of third persons
- d) the User uses such application or program through which the Website may be modified or which threatens the proper operation of the services
- e) the User uses such system or solution which aims the use of the services in a legally incompatible manner, or aims, allows or results the shutdown of the servers operating the Website
- f) the User copies, reuses or otherwise uses the Website, its content, especially the job offers displayed thereon without permission, or otherwise infringes the copyright and related rights in relation to the database
- g) the suspicion of any of the above arises.

Service Provider reserves the right to decline the use of the Website and the repeated visit of the Website from the IP address of the User who is affected with the decline of the provision of services

in accordance with the present section or to exclude or prevent the repeated use of the Website by him/her, or to decline the provision of services in the future to him/her.

User has full responsibility for all activity conducted via the Website. User undertakes to notify the customer service of the Service Provider without delay in case of unauthorized use of his/her data or other breach of the security.

In case the operation of the Website on a computer or mobile device requires the download and installation of other programs, applications, User takes care of the download and installation thereof.

In case the User uses the Website not as a private person but as an organization or legal entity, the Service Provider is entitled to retrieve data relating to the name of the concerned organization from the online or other publicly available records, and to compare those data with the provided data, and to send a notification to the registered e-mail address of the organization on the use of the Website.

Service Provider reserves the right to modify or terminate at any time without prior notice any content of the services available through the Website, to modify the appearance, content, operation thereof, to place an advertisement or other content presenting its services.

Service Provider shall not examine the content, reality and actual existence of the job offers published on the Website, and shall not be liable for the legality thereof, User shall turn directly to the employer publishing the job offer in connection therewith.

User acknowledges that in course of the use of the Website he/she shall only send to the learnt contacts his/her application to the given job, so he/she shall not forward spam messages to these contacts.

7. INTELLECTUAL PROPERTY RIGHTS

The Website and all visual, textual and other content, including the job offers displayed thereon and their arrangement, as well as the trademarks, logos, characters and service marks displayed on the Website and all intellectual property displayed on the Website is subject to copyright, trademark and other intellectual property right protection and these are owned by the Service Provider and the employers posting the jobs on the Website as right holders.

The private person User is entitled to browse on the Website and to duplicate for personal use the extract made from the content of the Website by printing, backing up to hard disk, or for the purpose of forwarding it to other person. The condition for exercising this right is that the User shall leave intact the copyright and other legal protection statements, and shall indicate the Service Provider as source on the duplicated materials. The content of the Website shall not be used in a way and to the extent other than the cases of free use defined in the Act LXXVI of 1999 on Copyright, and the User in course of the visit or use of the Website is required to respect the rules of the copyright act.

Any duplicated version of any part of the Website shall not be exploited, modified or used by sale or for profit in any other work, publication or website.

The content of the Website shall not be interpreted in any event in such a way that it provides right or authorization to anyone to use the trademarks or any of the copyrighted works displayed on the Website. In addition to the exceptions determined by the present GTC, the (unauthorized) use of the trademarks appearing in any of the contents available on the Website is strictly forbidden to the User. Furthermore, please be informed that the Service Provider enforces its intellectual property rights to the fullest possible extent permitted by law.

Any third persons whose copyright and related rights, trademark or moral right or legitimate interest is infringed by any of the job offers displayed on the Website is entitled to request in accordance with Article 13 of Act CVIII of 2001 on Electronic Commerce and on Information Society Services in a “notice and take down” procedure the removal of the challenged job offer from the Website.

8. LIMITATION OF LIABILITY

Service Provider ensures the Website „as it is”, „with all of its defects” and „in condition viewed” to the User and all risks concerning the adequate quality, performance, adequacy, efficiency shall be borne by the User.

The User is required to ensure the sufficient hardware and software context for the use of the Website.

Service Provider excludes his liability for all consequences arisen from all reasons which do not belong to the Service Provider’s activity subject to the present agreement. Service Provider is not liable for how and for what purposes the Website is used for by the User or third person – in particular he is not liable for whether the User or third person exercise its activity during the use of the Website according to the relevant legal and other contractual provisions.

The User shall inform Service Provider immediately if he realizes defect and he shall declare all circumstances in connection with that. The User shall closely cooperate with Service Provider according to the instructions of Service Provider during the identification of the defect and the troubleshooting. The User shall communicate all required information to Service Provider.

The User shall regularly save the programs and data files being on his device using the Website and the Services and he shall ensure the saving thereof. Service Provider is not liable for the failure of the other software products and data files stored on the User’s mobile device using the Website and for the consequences arisen from that, therefore the User shall manage his data storage devices with particular care.

The Website operates only in an environment which is legally clear and free from viruses. Service Provider excludes his liability for the consequences and failures arisen from unlawful access, inappropriate use, hardware failure, inappropriate operating environment (including power failures).

Service Provider is not liable for any damage suffered by the User or third person arising from the database connected to the Website by the User, or the database created on the Website by the User, or the data entered or uploaded to the Website by the User; the User shall be exclusively liable for that.

Service Provider is not liable for the correctness of the data and information contained on the Website and for the damage suffered by the User or third person arising from the use of those data and information.

Service Provider is not liable for any content concerning the Website including but not limited to the unlawful, inadequate, obscene, indecent, threatening, humbling, abusive, insulting, injurious content; furthermore, Service Provider is not liable for the behaviour, data transmission or data of any third person.

Service Provider is not liable for any viruses or for any restricting functions which influence the access and use of the Website, or for the incompatibility of the Website with other webpage, services,

software, hardware, or for any delay or failure which realized by the User during the use of the Website and during the initiation, management or completion of appropriate and actual data transmission or transaction and for any damage and costs arisen from the use of the services ensured by third parties and available through references or which can be linked to them in any way.

Service Provider is not liable for the failure of any deadline or task according to the present GTC due to Force Majeure – in particular due to natural disaster, political events, the delay or rejection of the licenses out of Service Provider competence or of magisterial measures, strikes, failure or interruption of public utility, telecommunication, communication services as well as if the performance became impossible due to Force majeure. The same provisions shall apply if the Force majeure affects the performance of Service Provider and of his subcontractors, contributors or agent.

If the User suffers damages for which Service Provider is liable according to the present GTC, the User is entitled to enforce his claim for damages only to the extent of HUF 500 000 i.e. HUF five hundred thousand against Service Provider. Service Provider shall be liable only for such damage the damage claim for which the User announced to Service Provider – unless shorter limitation period or limitation for submission of claims is specified by the law – in writing within 6 (six) months calculated from the date on which the damage occur or from the date on which the User become aware thereof. The provision according to the present clause shall not be applied for damage caused intentionally.

Furthermore, Service Provider shall not be liable for any damage or consequences resulting from that User's username and password necessary for the access of the Website's services have been stolen, or illegally obtained or those have been lost by User.

User expressly waives – in the scope allowed by the law – to enforce any damages or other claim against the managing director of Service Provider in connection with the present agreement. Service Provider's managing director is entitled to refer directly to this limitation of liability.

Service Provider is not liable for any damage arisen from the inaccuracy or deficiency of the information contained on the Website. User shall only rely on the materials available on the Website at his/her own risk. User acknowledges that he/she is responsible for the monitoring of the possible changes of the materials and data contained on the Website at his/her own risk.

The information, data, conditions contained on the Website are for information purposes only, the Service Provider shall not be liable for the completeness and accuracy thereof.

By following the links contained on the Website it may occur that the User leaves the Website and has access to contents outside of it. Service Provider shall not be liable for the content, accuracy and operation of Websites created by third persons. The links are made available for the Users in good faith. Service Provider shall not be liable for the websites and the changes of the websites indicated by the link and created by third persons. The placing of links indicating other websites shall not mean that Service Provider would support or operate them in any way or agree to the content thereof.

9. MAINTENANCE OF THE WEBSITE

Service Provider maintains and updates the Website in its sole discretion at specified intervals, in the way, with the content and frequency determined by itself.

10. BREACH OF THE CONTRACT

The User shall compensate the damage suffered by the Service Provider due the User's breach of the contract under the present GTC. The obligation for damage compensation covers the direct, indirect, consequential, responsibility damages caused to the Service Provider as a consequence of the User's breach of contract, the loss of profits of the Service Provider and the costs necessary for the elimination of the damages on the side of Service Provider.

11. MISCELLANEOUS PROVISIONS

If any provision of the present agreement is void or became void, this void provision does not affect the other provisions of the agreement.

The present GTC is governed by the law of Hungary, the Hungarian authorities and courts have exclusive jurisdiction to judge any legal dispute arising from the present agreement.

The present GTC forms an inseparable annex to the contract to be concluded between the Service Provider and the User. By submitting an individual order (advertisement delivery, publication order) the User expressly represents and acknowledges that he/she read through the provisions of the GTC and accepts thereof as legally binding.

The Parties shall disclose their notices to each other in writing. The notice shall be deemed as written notice if it is delivered by personally, by courier service, by post as well as electronically if the electronic letter is sent from the electronic address of the Parties determined in the agreement and the addressee confirmed the receipt thereof.

Unless the contrary is proven the notice shall be deemed as delivered to the other Party and as read by the other Party in the following dates:

- a) in case of delivery by courier on the 5th day from the posting date;
- b) in case of air post on the 7th day from the posting date;
- c) in case of electronic letter until 24:00 o'clock of the 2nd working day after the date of sending the notice.

The present GTC is effective for an indefinite period of time.

Budapest, June 9, 2023