

HIREVIBES PLATFORM USER TERMS AND CONDITIONS

YOU MUST NOT ACCESS OR USE THE PLATFORM UNLESS YOU AGREE TO THESE TERMS AND CONDITIONS. IF YOU AGREE TO THE TERMS AND CONDITIONS ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THESE TERMS AND CONDITIONS.

1. General Information

The HireVibes Platform (as defined below) is owned, developed and operated by HireVibes Services Sàrl herein referred to as "HireVibes", a Swiss limited liability company, which registered office is located at Passage du ardinale 11, 1700 Fribourg, Switzerland, registered with the Swiss Commercial Registry under UID CH-252.286.767.

The Platform

The online platform, www.HireVibes.io (the "Platform"), provides a marketplace to aid and support Candidates, Employers and Referrers to efficiently find the ideal candidate for the candidates ideal job; and for Candidates, Referrers, chosen charities and the HireVibes Community to receive a reward with every Hire, subject to these Terms and Conditions. All rewards shall be paid in HVT (HireVibes Tokens). HireVibes provides the Platform to Users, including the hosting, developing and maintaining the platform.

To use the platform will require Employers, Referrers and Candidates ("Users") to create their selected (Employer, Candidate or Referrer) User account (a "HireVibes Account") for access to the platform. By creating a HireVibes account on the platform and by clicking to accept these Terms and Conditions when prompted on the platform, you are deemed to have executed this Agreement electronically; effective on the date you create your account. Your account creation constitutes an acknowledgement that you are able to electronically receive, download and print this agreement and any amendments.

There shall be no charge to; post jobs on the platform, apply to jobs on the platform or to refer a candidate for a job on the platform.

HireVibes tokens are not intended to be shares or securities of any type. They do not entitle you to any ownership or other interest in HireVibes Services Sàrl or any other affiliates, company, entity or its service provider.

2. Cookie Policy and Privacy Policy

When using the platform, any information, text, graphics, photos or other material uploaded, downloaded or appearing on the platform (the "Content"), the users acknowledge and agree to be subject to and bound by these Terms and Conditions, together with HireVibes Cookie Policy and Privacy Policy (the "[Cookie Policy](#) & [Privacy Policy](#)"). To the extent an Employer, Candidate or Referrer provides confidential information to the other, the recipient will protect the secrecy of the discloser's confidential information with the same degree of care it uses to protect its own confidential information, but in no event with less than due care, and will; (a) not disclose or permit others to disclose another's confidential information to anyone without the consent of the owner of the confidential information. Employers, Candidates, referrers or

HireVibes shall not publish, or cause to be published, any party's confidential information, with the exception of information necessary to comply with applicable laws or in legal proceedings where such information is required. Candidates may make their profiles private if they wish, excluding other users from viewing, except HireVibes who shall have access to Candidates profile information. The HireVibes Cookie Policy and Privacy Policy details the terms with which HireVibes processes any personal data collected from users or that users provide to HireVibes. By using the platform, users consent to such data processing and warrant that all data is accurate and up to date. Users understand that through the use of the platform they consent to the collection and use (as set forth in the "[Cookie Policy](#) and [Privacy Policy](#)") of this information, including the transfer of this information both within and outside of Switzerland for storage, processing and use by HireVibes. As part of providing the platform, users may receive certain communications from HireVibes, such as administrative messages, announcements, , these are mandatory and are required as a condition to using the platform. User's may also receive information regarding marketing & Promotions [Please refer to the detail of our "[Cookie Policy](#) and [Privacy Policy](#)" here].

3. Access to the Platform

Access to the platform shall be by way of the users dedicated user account.

4. Communications

By creating an account, the user consents to electronically receive and access messages by way of email or the platform, all records and notices in relation to HireVibes shall be provided to the user under these terms and conditions. All notices to HireVibes or our affiliates must be in writing and delivered via email to hello@hirevibes.io, all such notices are deemed effective upon receipt by HireVibes. HireVibes does not accept service of any legal process by email or mail; all such service should occur by hand delivery on HireVibes or its registered agent for service of process.

5. Information on the Platform

Users will have access to specific information published on the platform and shall receive information via private messages and links sent to the email address provided by the user for that purpose.

6. Creating a HireVibes Account

You represent that you intend to use the platform for your business purposes only. You understand that you must comply with any licencing or registration requirements with respect to your HireVibes Account, and you represent that you comply with all such requirements. By clicking to accept these terms and conditions when prompted on the platform, you agree to; abide by this agreement and any other terms and conditions; HireVibes reserves the right in our sole discretion, to refuse, suspend, or revoke your access to the platform upon discovery that any information you provided on any form or posted on the platform is not true, accurate, or complete, or such information or other conduct otherwise violates these terms and conditions, or for any other reason or no reason in HireVibes sole discretion.

You represent that you are not a citizen or resident of a geographic area in which access or use of the platform is prohibited by applicable law, decree, regulation, treaty, or

administrative ACT or otherwise. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease your use of the platform.

To create an account and access the platform, users must be a legal entity or an individual of at least eighteen (18) years old and capable of entering into legally binding contracts. Users hereby warrant and guarantee that all account registration information submitted is truthful and accurate, and that the user will update and maintain the accuracy of such information, and that their use of the platform will not violate any applicable laws.

When creating a HireVibes Account and profile, users will be required to supply a valid email address and will be subject to verification to confirm their ownership of the email address they provided. Users will receive a magic link to their email, by clicking on this link, a user will be automatically logged into the platform and their account. Users must not disclose their email password to any third party. HireVibes cannot and will not be held liable for any loss or damage arising from users failure to comply with the above. Users hereby acknowledge and agree that HireVibes is entitled to disable a user's access at any time, if in HireVibes reasonable opinion, users have failed to comply with any of the provisions of these terms and conditions. If a user suspects unauthorised use of their account, users shall notify HireVibes via email to hello@hirevibes.io. If there are two (2) or more persons adhering to these terms and conditions of use, their liability under these terms and conditions of use is joint and several, and their rights are joint.

7. Profiles

When creating an account, Candidates & Employers complete a User Profile ("Profile") in which they control what information can be seen and by whom; by using the privacy settings. You agree to provide true, accurate, and complete information on your profile and all registration and other forms you access on the platform or provide to us; and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide, and to correct any information about your location, business, skills, etc that is or becomes false or misleading. You agree not to register for more than one account without the express written permission from HireVibes. You agree not to ask another person to create an account on your behalf, for your use or benefit.

HireVibes will use, store and disclose such information in compliance with the terms of its "[Cookie Policy](#) and [Privacy Policy](#)". HireVibes shall not be responsible for any information, data, content, opinions, advice or statements made available by users for the purpose of creating their profile. When you post User content on the platform or provide HireVibes with user content, you represent and warrant that you have the right, power, and authority to post that user content. You further represent and warrant that by posting or providing such User content you will not violate third-party rights of any kind, including, without limitation, any Intellectual Property Rights, rights of publicity, and privacy rights. To the extent your user content may be copyrightable, you represent, warrant, and covenant that you are the owner of all copyright rights to such user content and that HireVibes may exercise the rights to your user content granted under these terms and conditions without any liability or obligation for any payment. You retain all

ownership rights in any user content you post on the platform, to the extent permitted by applicable law.

8. Employers Profile

To use the platform, Employers shall contact HireVibes directly at hello@hirevibes.io in order to introduce themselves. Employers are required to provide HireVibes with detailed information on their industry, jurisdiction, size of company, logo, link to their website, and all relevant information required for HireVibes to understand their activity. Upon the submission of the employer information, HireVibes shall create the employer profile, providing key information on the employer for publication along with the job offer, this information shall be accessible to Candidates and referrers. HireVibes will not disclose any of the employer's confidential information [individual name, address, email address or telephone number], without the employers prior consent, except to the extent necessary or appropriate to comply with applicable laws or legal proceedings where such information is relevant.

Based on the employer information, HireVibes reserves the right to refuse access of an employer, and shall notify such employer within seventy two (72) hours from the submission of the employer's information to HireVibes, such discretionary refusal cannot be challenged by any user.

9. Candidates Account Profile

To use the platform candidates are required to create a profile providing relevant detailed information, and any additional information that may be relevant and helpful. The candidate can choose to make their profile private, this removes access of other users to view said profile except HireVibes. Candidates are responsible for disclosure of any Confidential information that may be contained in their profile or CV (if attached). HireVibes shall not disclose any users confidential information, without their prior consent with the exception of information necessary to comply with applicable laws or in legal proceedings where such information is required.

10. Users Links to Third Party

Users shall also be able to link their HireVibes account with third parties social media accounts ("Social Media Services"), the integration of such feature will not imply any endorsement or recommendation of any particular social media service. As part of such integration, social media services will provide HireVibes with access to certain information users have provided to such social media service, and HireVibes shall use, store and disclose such information in compliance with the terms of the "[Cookie Policy](#) and [Privacy Policy](#)", however, the manner in which social media services use, store and disclose users information is governed solely by the policies of such third parties, and HireVibes shall have no liability or responsibility for the privacy practices or other actions of any third party website, in addition, HireVibes shall not be responsible for any information, data, content, opinions, advice or statements made available in connection with social media services. As such HireVibes shall not be liable for any damage or loss caused or alleged to be caused by or in connection with the use or reliance on any such social media service. The platform may contain links to third-party web platforms, The platform may also contain applications that allow you to access third party web platforms

via the HireVibes Platform. Such third party web platforms are owned and operated by third parties and their licensors. Your access and use of third party web platforms including online communication services, such as chat, email, and calls will be governed by the terms and policies of the applicable third party web platforms. You acknowledge and agree that HireVibes is not responsible or liable for; (a) the availability or accuracy of third-party web platform; or (b) the content, advertising, or products on or available from third-party web platforms. You are responsible for deciding if you want to access third-party web platforms by clicking on a link or installing an application. The inclusion of any link or application on the platform does not imply that we endorse the linked platform or application. You use the links and third-party web platforms at your own risk and agree that your use of an application or third-party web platform via the platform is on an “as is” and “as available” basis without any warranty for any purpose.

11. Viewing a Profile

The employer shall be able to receive and review candidates profiles and CV. When a candidate has accepted a referral by a referrer or has applied directly. The employer may examine a candidates profile, the employer can freely decide to contact that candidate through the platform and arrange an interview. The employer shall notify HireVibes of all job interviews conducted with candidates that contacted through the platform. Every candidate for whom an interview is planned with the employer is considered as a short-listed candidate.

12. Publication of a job offer

Once an employer has created an account, and accepted these terms and conditions (please refer to “ Employer Terms & Conditions (Permanent Staff)” [here](#)) and has submitted the required information in order to create their employer profile. Employers can then create a job offer and post it on the platform. The job offer shall describe and detail; (i) the position, with a detailed list of duties to be performed, and shall include, skills, qualifications and any other criteria required from candidates. When a candidate is successfully hired, for the purpose of these terms and conditions - a successful candidate means a candidate hired by an employer through the platform and who remains in that employment for at least three (3) months from the start date. HireVibes reserves the right to refuse a job advert and shall notify the employer within seventy two (72) hours from the posting of such job advert to HireVibes, such discretionary refusal cannot be challenged by any user.

13. Access to Job Offers

Once signed into their account, candidates and referrers are free to browse the published jobs on the platform. A candidate may apply to a job offer published on the platform themselves, or a referrer may recommend a candidate (providing the candidate has not already viewed the job offer on the platform within the past twelve (12) months). If a candidate is referred for a job, the candidate shall be notified of the referral via email, the candidate must then click a link to confirm their interest by applying. If a candidate does not approve a referral but then subsequently (within 12 months of the referral) applies for the job that had been referred and is successful, the referrer shall receive their allocated reward.

A USER MUST;

- a) **Notify HireVibes @ hello@hirevibes.io if they contact and agree to hire a HireVibes registered user.**
- b) **Notify HireVibes @ hello@hirevibes.io if they have been offered a job / contract from any other HireVibes user.**

14. Job Publication Review

Upon the terms of the job offer, employers shall notify HireVibes of the outcome of their job offer's publication on the platform, among the information in the publication review, employers shall specify if the job offer generated (i) candidates applying through the platform, (ii) Job interviews, and (iii) the hiring of candidates who applied or were recommended by referrers through the platform. If conducting interviews with short-listed candidates who have applied directly through the platform or were recommended by a referrer through the platform, the employer shall notify HireVibes accordingly, together with the date of such interview.

The employer shall notify HireVibes when hiring a candidate that applied or was referred through the platform, together with the starting date of employment entered into with said candidate ("start date").

15. Bounty Jobs, Voluntary Jobs and Start-up founder Jobs

Jobs displayed in "Bounty Jobs, Voluntary Jobs and Start-up founder Jobs" Categories do not involve HVT rewards program, any agreement reached is exclusively between the parties.

16. Fees and Disbursement of Rewards

For the use of the platform in sourcing a successful candidate, the employer is aware that HireVibes charges a percentage of the annual salary of a successfully hired candidate as a fee, part of which is disbursed to the successful candidate (and the referrer if one was involved) under the relevant smart contract escrow instructions. All rewards are paid in HVT (HireVibes Tokens). Users agree that they will not receive interest or other earnings on the funds held in escrow prior to disbursement of rewards.

The smart contract shall hold the rewards in escrow and shall be released as follows:

- Fifty (50%) percent of allocated rewards shall be released after thirty (30) days after the candidates starting date.
- Twenty five (25%) percent of allocated rewards shall be released after sixty (60) days after the candidates starting date.
- Twenty five (25%) percent of allocated rewards shall be released after ninety (90) days after the candidates starting date.

The employer shall notify HireVibes if the candidate is not still in their employ before each such escrow disbursement, otherwise rewards shall be distributed as specified in the smart contract.

If the employment is terminated before each escrow release, the employer shall receive a refund as follows below:

- Upto 4 weeks of employment - 75% refund of the fee charged.
- 5 to 8 weeks of employment - 50% refund of the fee charged.
- 9 to 12 weeks of employment - 25% refund of the fee charged.

Employers can freely determine the reward they wish to allocate to each successful candidate (and referrer if one was involved). The minimum fee is six (6) percent of the annual salary they are offering for that position, the employer can increase this to twelve (12) percent if they so wish. The amount of the fee cannot be changed once agreed and a hiring of their selected candidate has taken place

17. Reward Allocations

If the employer sets the minimum fee/reward at six (6) percent, the rewards shall be disbursed as follows;

- 3.5% -- Reward to successful candidate (and referrer if one was involved).
- 1% -- Reward to the charity chosen by the successful candidate.
- 1.5% -- Reward to the HireVibes Community.

If the employer sets the fee/reward to twelve (12) percent, the rewards shall be disbursed as follows;

- 9.5% -- Reward to successful candidate (and referrer if one was involved).
- 1% -- Reward to the charity chosen by the successful candidate.
- 1.2% -- Reward to the HireVibes Community.

HireVibes can offer the employer a discount of five (5) percent if the employer selects to pay using the native HireVibes Taken (HVT), this discount will require an EOS account, calculations are as follows;

5% reduction on the minimum fee of 6% = $(6/100 \times 5 = 0.3) = 5.7\%$ shall be disbursed as follows;

- 3.5% -- Reward to successful candidate (and referrer if one was involved).
- 1% -- Reward to the charity chosen by the successful candidate.
- 1.2% -- Reward to the HireVibes Community.

5% reduction on the maximum fee of 12% = $(12/100 \times 5 = 0.6) = 11.4\%$ shall be disbursed as follows;

- 9.5% -- Reward to successful candidate (and referrer if one was involved).
- 1% -- Reward to the charity chosen by the successful candidate.
- 0.9% -- Reward to the HireVibes Community.

HireVibes rewards information shall be non confidential and will appear in the final job offers published on the platform.

For candidates and referrers to receive the allocated rewards, they will require an EOS account linked to a scatter wallet.

18. Payment & Invoicing

To receive rewards candidates and referrers will be required to verify and will be subject to verification, including, but not limited to one or more official government or legal documents that confirms their identity.

No payment of rewards shall be made directly to a candidate or referrers, payment shall be made to HireVibes for disbursement by the smart contract through the HireVibes platform.

Payment of the fees shall be in Dollar/Euro or HVT (HireVibes Tokens), with a current, valid, accepted method of payment, within thirty (30) days from the successful candidates starting date. HireVibes will only accept payments by bank or token transfers.

By using the platform, employers acknowledge and agree that HireVibes may transmit information or obtain information on the employers from third-parties from time to time (including verification checks involving debit or credit card number or credit reports in order to authenticate their identity), to validate their credit card, to obtain an initial credit card authorisation, and to protect the employers and HireVibes from any fraud.

In no circumstances shall HireVibes be responsible for any payment of rewards if fees remain unpaid by the employer, the smart contract disbursing the rewards is only activated once full payment has been received from the employer.

HireVibes shall issue an electronic invoice to the employer.

19. Reputation

In the future users will be offered the possibility to report their feedback by contributing to a reputation based rating mechanism that shall be available on the platform in order to ensure quality of the candidates and referrers recommendations, and to improve the visibility of efficient referrers.

20. Virus Protection

There is no guarantee that the HireVibes Platform or subscription services will be free from bugs or viruses. Users are responsible for configuring their information technology and computer programs in order to access the platform. It is advised that users use their own virus protection software.

21. Prohibited Use of the Platform

Users will not violate any applicable foreign, federal, state, or local laws or third party rights on or related to the platform. Without limiting the generality of the foregoing, the user agrees to comply with all applicable laws and regulations and third party intellectual rights.

During accessing or using the platform, users agree they shall not do any of the following: (a) probe, scan or test the vulnerability of any system or network or breach or circumvent any security or authentication measures we may use to prevent or restrict access to the platform or any sub parts of the platform, including without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the platform or the content therein; (b) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (other than content you have submitted to the platform) from the platform; (c) access or search or attempt to access or search the platform by any means (automated or otherwise) other than through the currently available, published interfaces that are provided by HireVibes (and only

pursuant to those terms and conditions), scraping without HireVibes prior consent is expressly prohibited; (d) access, tamper with, or non-public areas of the platform or computer systems, or technical delivery systems of HireVibes providers; or (e) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including without limitation, sending any software that is designed to cause to cease functioning, disrupt, disable harm, or otherwise impair in any manner, including aesthetic disruptions or distortions, the operation of (or allow you or any other person to access or damage or corrupt data, storage media, programs, equipment, not to transmit a virus, trojan, worm, logic bomb or other material which is malicious or technologically harmful, overloading, flooding, transmitting spam, chain letters, or other unsolicited communications; (f) attempt to interfere with or compromise the system integrity or security or decipher any transmissions to or from the servers running the platform; (g) collect or harvest any personally identifiable information, including account names from the platform; (h) access any content on the platform through any technology or means other than those provided or authorised by the platform, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the platform; (i) forge any transmission control protocol ("TCP") or internet protocol ("IP") packet header or any part of the header information in any email or posting, or in any way use the platform to send altered deceptive or false source identifying information. In the event of such a breach, HireVibes shall report such incidents to the relevant authorities and will cooperate with those authorities by disclosing users identity to those authorities. In the event of such a breach, that users right to use the platform shall cease immediately.

22. Removal of Access

Users acknowledge and agree that HireVibes reserves the right to withdraw their right to access the platform and terminate their HireVibes account; if the users behaviour disturbs the functioning and or the quality of the exchanges made through the platform.

23. Content on the platform

Users warrant that all information provided to the platform complies with applicable laws, and users will be liable to HireVibes and indemnify HireVibes for any breach of that warranty and will be responsible for any loss or damage HireVibes suffers as a result of users breach of that warranty. Except for users confidential information, any content users do not select to make private they upload or publish on the platform shall be considered non-confidential and non-proprietary, and HireVibes has the right to use, copy, distribute and disclose to third parties any such content for any purpose. HireVibes also has the right to disclose users identity to any third party who is claiming that any content uploaded by the users on the platform constitutes a violation of their intellectual property rights, or of their right to privacy. HireVibes shall not be responsible, or liable to any third party, for the content or accuracy of any content uploaded by users on the platform (whether directly or through social media services).

HireVibes does maintain the right to remove any content uploaded by the users on the platform if, in HireVibes opinion such content is not relevant or presents no link with the intended use of the platform. HireVibes does not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any content or

communications uploaded on the platform or endorse any opinions expressed via the platform. Under no circumstances shall HireVibes be liable in any way for any content, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available via the platform. Any upload, use or reliance on any content or materials uploaded on the platform or obtained by users through the platform is at their own risk.

24. Content Copyright Policy

HireVibes respects the intellectual property rights of others and expects users of the platform to do the same. HireVibes will respond to notices of alleged copyright infringement that comply with applicable laws. If users believe that their content has been copied in a way that constitutes copyright infringement, they shall provide HireVibes with the following information; (i) the identity of the copyright owner or person authorised to act on its behalf together with a physical or electronic signature of the latter; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to enable HireVibes to locate the material; (iv) contact information; (v) a statement by the users that they have good faith belief that the use of the material in the manner complained of is not authorised by the copyright owner, its agent, or any applicable law; and (vi) a statement that the information in the notification is accurate, and that they are authorised to act on behalf of the copyright owner.

HireVibes reserves the right to remove content alleged to be infringing, without prior notice, at its sole discretion, and without liability to users. In appropriate circumstances, HireVibes will also withdraw users right to access the platform and or terminate their account if users are determined to be repeat infringers. HireVibes address for notices of alleged copyright infringement is hello@hirevibes.io.

25. Users Rights

Users retain their rights to any content submitted, posted or displayed on or through the platform. By submitting, posting or displaying content on or through the platform, users grant HireVibes a worldwide, non-exclusive, royalty free licence (with the right to sub licence) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such content in any and all media or distribution methods (now known or later developed).

Users agree that this licence includes the right for HireVibes to provide, promote, and improve the platform and to make content submitted to or through the platform available to other companies, organisations or individuals who partner with HireVibes for the provision of the platform. Such additional uses by HireVibes or other companies, organisations or individuals who partner with HireVibes may be made with no compensation paid to users with respect to the content submitted, posted, transmitted or otherwise made available through the platform.

Users are responsible for their use of the platform and for any content provided, and for any consequences thereof, including the use of users content by other users and

HireVibes third party partners. Users understand that their content may be syndicated, broadcast, distributed, or published by HireVibes partners and if a user does not have the right to submit content for such use, it may subject the user to liability. HireVibes will not be responsible or liable for any use of users content by hireVibes in accordance with these terms and conditions. Users represent and warrant that they have all the rights, power and authority necessary to grant the rights granted herein to any content that they submit.

The above does not apply to users confidential information, which can only be collected by HireVibes for administrative purposes, but which shall remain strictly confidential and shall not be published on the platform, without the users prior consent, except necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant.

26. Third Party Links and Resources on the Platform

Users may link to HireVibes Platform on their own website (if any), as long as they do so in a way that is fair and legal and does not damage HireVibes reputation or take advantage of it. Users must not establish a link in such a way as to suggest any form of association, approval or endorsement on HireVibes part where none exists. Users must not establish a link to HireVibes platform in any website that is not owned by them.

HireVibes reserves the right to withdraw linking permission without notice. The links from the platform may lead to other sites or services, users acknowledge and agree that HireVibes has no responsibility for the accuracy or availability of any information provided by third party services and websites. Links to third party services and websites do not constitute an endorsement by HireVibes of such services or websites, or the information, products, advertising or other materials made by such third parties.

27. Intellectual Property Rights

The platform code is open source license.

If you have created an account to use the platform, you must not access (or attempt to access) the platform by any means other than the interface provided, and you will not use the information from the platform for any purpose other than the purposes for which it was made available. You agree not to use the platform other than as permitted by this agreement. You must not sell, reproduce, distribute, modify, display, publicly perform, prepare derivative works based on repost, or otherwise use any content of the platform in any way for any public or commercial purpose without HireVibes prior written consent. You must not use any content of the platform on any other web platform or in a networked computer environment for any purpose except your own viewing without HireVibes prior written consent. You must not frame or link to the platform except as permitted in writing by HireVibes.

The HireVibes logos and names are trademarks of HireVibes and may be registered in certain jurisdictions. All other product names, company names, marks, logos, and symbols on the platform may be the trademarks of their respective owners. Except as expressly stated in this agreement, nothing in these terms and conditions confers any licence under any of HireVibes or any third party intellectual property rights, whether by estoppel, implication, or otherwise.

Users agree that HireVibes can freely use, adopt and modify all and any ideas, concepts, knowhow, proposals, suggestions, comments and other communications and information provided by Users to HireVibes (any “input”) in connection with the platform and/or users use of the platform without any payment to users. Users hereby waive and agree to waive all and any rights and claims for any consideration, fees, royalties, charges and or other payments in relation to HireVibes use, disclosure, adoption and/or modification of any or all of the users input(s).

28. Limited Liability and Warranty

Important - this section details the limits of liability of HireVibes and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively; the “HireVibes Entities”). Each of the subsections below only applies up to the maximum extent permitted under applicable laws. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to some users. Nothing in this section is intended to limit any rights users may have which may not be lawfully limited, and in such case, all information therein is for general reference only.

HireVibes responsibilities are strictly limited to the platform. Users hereby acknowledge and agree that HireVibes is not an employment agency nor a party to any employment agreement entered into between candidates and employers, and that HireVibes shall not be responsible for any and all liabilities in that respect.

Users access to, and use of the platform is at their sole risk and is provided “as is”, “as available”. The platform is for personal use only and HireVibes entities make no representation or warranty of any kind, express or implied, including, without limitation, any warranties on merchantability or fitness for any particular purpose or non-infringement.

The entire liability of HireVibes entities and employers, exclusive remedy with respect to the platform or otherwise, is re-performance of defective service. In jurisdictions which do not allow the exclusion or limitation of certain types of liability, HireVibes entities liability shall be limited to the maximum extent permitted by law. HireVibes does not endorse, warrant or guarantee any material, product or service offered through the platform.

HireVibes entities shall not guarantee or assume any responsibility that;

(a) The information presented on the platform is accurate, adequate, current or reliable, or may be used for any purpose other than for general reference.

(b) The information presented on the platform is free of defect, error, omission, virus or anything which may change, erase, add to or damage users software, data or equipment;

© HireVibes messages sent through the internet in connection with the platform will be free from interception, corruption, error, delay or loss;

(d) Access to the platform will be available or be uninterrupted;

(e) Use of the platform will achieve any particular result;

(f) Employment agreements concluded between employers and candidates will effectively result in a successful and long term employment relationship;

(g) Candidates hired by employers pursuant to candidates recommendations sent through the platform be referrers, will meet employers expectations.

Without limiting the generality of the foregoing, in no event will HireVibes entities be liable to users or any other person for any direct, indirect, incidental, special, punitive or consequential loss or damages, including any loss of business or profit, arising out of any use, or inability to use, the information, even if any of HireVibes entities has been advised of the possibility of such loss or damages.

Users will exercise and rely solely on their own skill and judgement in their use and interpretation of the information and use of the platform. Users are responsible to ensure that their use of the information and the platform complies with all applicable laws.

Without prejudice to the foregoing, if users use of the platform does not proceed satisfactorily and/or where applicable users do not receive appropriate responses to such use from us, as set out in these terms and conditions. Users shall contact HireVibes at hello@hirevibes.io. No such lack of response shall be deemed to constitute any acquiescence or waiver.

The limitation of liability contained in these terms and conditions shall apply to the fullest extent permitted by applicable laws.

HireVibes is not liable, and you agree not to hold us responsible for any damages or losses arising out of or in connection with these terms and conditions, including, but not limited to; your use of or your inability to use the platform; delays or disruptions in the platform; viruses or other malicious software obtained by accessing, or linking to the platform; glitches, bugs, errors, or inaccuracies of any kind in the platform, damage to your hardware device from the use of the platform, the content, actions, or inactions of their parties use of the platform; a suspension or other action taken with respect to your account; your reliance on the quality, accuracy, or reliability of job postings, profiles, ratings, recommendations, and feedback (including their content, order, and display), or metrics found on, used on, or made available through the platform; and your need to modify practices, content, or behaviour or your loss of or inability to do business, as a result of changes to these terms and conditions, additionally, in no event will HireVibes, our affiliates be liable for any special consequential, incidental, punitive, exemplary, or indirect costs or damages, including but not limited to, litigation costs, installation and removal costs, or loss of data, production, profit, or business opportunities. The liability of HireVibes, our affiliates to any user for any claim arising out of or in connection with this agreement or the other terms and conditions will not exceed the lesser of; (i) \$2,500; These limitations will apply to any liability, arising from any cause of action whatsoever arising out of or in connection with this agreement or other terms and conditions, whether in contract, tort (including negligence), strict liability, or otherwise, even if advised of the possibility of such costs or damages and even if the limited remedies provided herein fail of their essential purpose. Some jurisdictions do not allow for all of the foregoing exclusions and limitations, so to that extent, some or all of these limitations and exclusions may not apply to you.

Users agree to defend, indemnify and hold HireVibes harmless from and against all liabilities, damages, claims, actions, costs and expenses (including without limitation legal fees), in connection with or arising from their breach of any of these terms and conditions and/or their use of the platform. HireVibes may, if necessary, participate in the defence of any claim or action and any negotiations for settlement. No settlement which may adversely affect HireVibes rights or obligations shall be made without HireVibes prior written approval. HireVibes reserves the right, at its own expense and on notice to users, to assume the exclusive defence and control of any claim or action.

29. Non-solicitation

HireVibes acts as a key intermediary to facilitate Employers finding suitable candidates, and for successful candidates (and the referrer if one was involved) to receive a reward. Employers hereby acknowledge and agree that they would not have been able to identify and/or enter into an employment contract with such candidates, without HireVibes intermediary. Employers hereby acknowledge that HireVibes intervention as an intermediary is essential and constitutes a precondition to the identification and recruitment of successful candidates through the platform. For the future, unless agreed in writing by HireVibes, employers commit not to contact directly any of the candidates originally applying or have been recommended through the platform, for the period of twelve (12) months from the date employers accessed candidates or recommended candidates on the platform. If any of the candidates originally applying or were recommended through the platform is then hired for any position, the employer must proceed to the payment of the HireVibes fee, to HireVibes within thirty (30) days after the starting date of successful candidate. Any breach of the above will automatically cause HireVibes irremediable damages for which HireVibes reserves the right to seek compensation.

30. Release

HireVibes is not a party to any contract between users, HireVibes platform merely offers a platform, templates and a smart contract on the terms agreed by the users, you hereby release HireVibes, our affiliates, and our officers, directors, agents, subsidiaries, joint ventures from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with another user, whether it be at law or in equity. This release includes, for example and without limitation, any disputes regarding the performance, functions, and quality of the candidates employed by an employer through the platform and requests for refunds based on disputes. Procedures regarding the handling of certain disputes between users are outlined in subsection "Governing law, jurisdiction and Dispute Resolution". This release will not apply to a claim that HireVibes failed to meet our obligations under these terms and conditions.

31. Closing your Account

These terms and conditions will continue to apply until terminated by either the user or HireVibes as follows;

Users may withdraw their profile or close their account at any time for any reason and without prior notice, by deactivating their profile and/or account and discontinuing their

use of the platform, subsequently, users termination will be automatically notified to HireVibes, through the platform.

HireVibes may suspend users profiles or their account or cease providing users with all or part of the platform at any time, without prior notice, if HireVibes reasonably believes that; (i) users have violated any of the obligations arising from these terms and conditions, (ii) Users create risk or possible legal exposure for HireVibes, or (iii) HireVibes provision of the platform to a user is no longer commercially viable (i.e. employers have failed to pay the HireVibes fee, which included the candidates and referrer (if one was involved) reward. HireVibes will notify users of such termination, through the email address submitted on their profile or account information, or at the next time they attempt to access the platform.

In all such cases, any provision of these terms and conditions that expressly or by implication is intended to come into or continue in force on or after termination, these terms and conditions shall remain in force and effect.

Nothing in this section shall affect HireVibes rights to change, limit or stop the provision of the platform without prior notice.

32. Governing Law, Jurisdiction and Dispute Resolution

These terms and conditions shall be governed by the laws of England (the “Applicable Laws”). Any disagreement regarding the validity, interpretation and/or performance of these terms and conditions shall attempt to settle through an informal dispute resolution process. Users agree they shall notify and cooperate in good faith with HireVibes Customer service, to attempt to resolve any dispute, controversy or claim arising out of, relating to or in connection with the HireVibes platform, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof (“Dispute”). HireVibes customer service will make every effort to resolve a dispute. Before instigating any arbitration proceedings relating to the platform or HireVibes, you agree to firstly notify HireVibes customer service of the claim by email to hello@hirevibes.io, and HireVibes agrees to provide you a notice to your email address on file (in each case a “Notice”) and seek informal resolution of the claim. Any notice from you must include your name, pertinent account information, a brief description of the claim, and your contact information, so that we may evaluate the claim and attempt to informally resolve the situation. Both you and HireVibes shall have thirty (30) days from the date of the receipt of the notice to informally resolve the other parties claim, which if successful, will avoid the need for further action.

If no satisfactory agreement can be reached within thirty (30) days from receipt of the Dispute notice, the dispute shall be settled by arbitration administered by the London Court of International Arbitration (the LCIA) under the rules in place at the LCIA at the time of submission of the dispute or claim.

Without prejudice to any other limitation of liability, disclaimer, waiver or release prescribed by these terms and conditions, and to the furthest extent permitted by any applicable law, any claims, demands, actions, damages or proceedings by any user against HireVibes, or any servant or agent thereof, or any other user, with respect to any

action or omission of such persons and arising out of or related to these terms and conditions shall be limited to the assets of HireVibes, as exist from time to time.

33. Changes of the Terms and Conditions

HireVibes reserves the right, at any time, at its sole discretion and without prior notice, to change or otherwise modify these terms and conditions, and users continued access or use of the platform signifies their acceptance of the updated or modified terms and conditions.

34. Changes to the Platform

The platform that HireVibes provides is always evolving and may change from time to time without prior notice. In addition, HireVibes may stop (permanently or temporarily) providing the platform (or any features within the platform) to users generally and not be able to provide prior notice. HireVibes also retain the right to create limits on use and storage at its sole discretion at any time and without prior notice.

35. Severance

The illegality, invalidity or unenforceability of any provision of these terms and conditions under the law of any jurisdiction shall not affect its legality, validity or enforceability under the laws of any other jurisdiction nor the legality, validity or enforceability of any other provision.

36. Waiver

No failure or delay by users or HireVibes (as the case may be) to exercise any right or remedy provided under these terms and conditions or applicable laws shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Last updated 13th August 2019