

Terms of Service

(hereinafter referred to as the "Agreement")

1. Terms used in this Agreement

- 1.1. **Licensor** — Huntflow LLC (OGRN: 1187746568250, TIN: 9715317940) that grants the right of the Service use (ordinary(non-exclusive) license) on conditions stipulated in the Agreement.
- 1.2. **Licensee** — an individual or legal entity that has been registered in the form established by the Service Huntflow, to which the Licensor grants the right to use the Service Huntflow specified in this Agreement.
- 1.3. **Service** means a program for maintaining vacancies and working with Huntflow recruitment database, that consists of specialized software designed to arrange maintenance of database of the selected applicants obtained by the Licensee through Third-Party Services, as well as independently from other sources, installed on the Licensor hardware and software complex, which is accessed through the Website: <https://huntflow.ru>.
The program for maintaining vacancies and working with the Huntflow recruitment database has been entered in the Unified Register of Russian Programs for Electronic Computers and Databases (Order of the Ministry of Digital Development, Communications and Mass Media of the Russian Federation No. 198 dated April 2, 2021, application registration No. 237811).
- 1.4. **Third-Party Services** mean websites offering resume publication services, including LinkedIn, HeadHunter, or containing information about potential Applicants, and other similar services (this list may be unilaterally changed by the Licensor).
- 1.5. **Applicant** means any person (including users of a Third-Party Service) whose information is posted on Third-Party Services or was independently obtained by the Licensee from other sources.
- 1.6. **Personal data** – any information related to a natural person (data subject). For example, personal data are surname, e-mail or phone number.
- 1.7. **Applicants Database** means a set of information obtained by the Licensee using Third-Party Services in relation to Applicants or obtained from other sources and entered into the Service by the Licensee independently.
- 1.8. **Account** means an account, a structure of specific data, information, collectively related to a single computer software element and individualized by the account details specified by the Licensee when registering on the Website.
- 1.9. **Account Details** mean e-mail and password for access to the Service provided by the Licensee when registering for the Service on the Website, or other data used by the Licensee to register for the Service (including when registering through the Third-Party Services, such as LinkedIn, HeadHunter and other similar services).
- 1.10. **User** means an individual who gains access to the Service in the use of the Licensee's Account. The User gains access to the Service after registering the User Account Details in the Service. The number of the Users having the right to access the Service shall be established hereby. The Licensee guarantees that all Users with access to the Service using the Licensee's Account have legally obtained such access. All actions performed by the Users in the Service using the User Account Details will be recognized as committed on behalf of the Licensee.
- 1.11. **User Account Details** mean e-mail and password for access to the Service provided by the end users of the Licensee's Account. The User has the right to use his Account Details on one device at a time.

- 1.12. **Service plan** — the collection of Licensor-granted non-exclusive rights for the use of the Service. The details of the Service plan are defined by the valid Price-list available at the Website.
- 1.13. **Price-list** — the document reflecting the Licensor's pricing policy, the details of the Service plans and the license fee for each Service plan. The Licensor will post the valid version of the Price-list at the Website.

2. Procedure for granting the right to use the Service under this Agreement

- 2.1. The Licensor offers the Licensee, who has been registered in the form proposed by the Service, the right to use the service for arranging the maintenance of the Candidate Base obtained by the Licensee through the Third Party Services, as well as obtained by the Licensee independently from other sources. The volume of rights to use the Service and available functionality shall be determined in accordance with the Tariff plan chosen by the Licensee.
- 2.2. The right to use the Service specified in clause 2.1 of this Agreement may be granted to the Licensee on a reimbursable or non-reimbursable basis.
- 2.3. This Agreement is an offer in accordance with Article 435 of the Civil Code of the Russian Federation. By filling in the registration form and expressing the Licensee's consent to the terms of this Agreement, by pressing the "Enter" button or a similar button placed on the registration form page of the Service, the Licensee unconditionally accepts the terms of this offer (acceptance).
- 2.4. This Agreement is concluded by accepting the offer in accordance with clause 2.3 of this Agreement, it is valid in electronic form and does not require signing in the form of a single paper document.
- 2.5. The license agreement may be concluded, inter alia, by sending an offer with individual terms and conditions by the Licensor and acceptance of such an offer by the Licensee. The Offer shall be considered accepted in case of performance by the Licensee of actions in any of the following ways (whichever occurs first):
- by timely payment by the Licensee of the present Invoice in full scope
 - by successful registration of the Licensee at the Licensor web-site: completion of the register form and agreement with the conditions of the User agreement by clicking the button "Log In" or any other similar button available at the Service registration form page;
 - by performing other actions indicated in the User agreement
- 2.6. The Licensor shall have the right to change the terms of the Agreement and its integral parts without the Licensee's consent. The Licensor shall notify the Licensee of such changes by posting on the Service the new version of the Agreement or its integral parts which have been changed. The Licensee agrees to independently track the changes in the User Agreement on the Licensor's website.
- 2.7. For the correct work of the Service, it is necessary to observe the following requirements for the user's end device:
- type of device: IBM PC-compatible PCs, digital mobile devices;
 - type and version of the operating system: Windows, MacOS no later than the last 2 versions, for digital mobile devices — iOS, Android no later than the last 2 versions;
 - type and version of browser: Google Chrome, Opera, Mozilla, Yandex.Browser, Apple Safari for MacOS, Microsoft Edge (based on Chromium) — no later than 2 latest versions.
- 2.8. Unless otherwise agreed by the Parties additionally, the Licensee has the right to use the Service on the territory of the Russian Federation in the following forms:
- 2.8.1. to use remote access to the Service via the Internet, including providing its employees (users) with remote access to work with the Service;

- 2.8.2. to use the opportunity of uploading information on the Applicants to the Service, forming its own Applicants Databases
 - 2.8.3. to use the opportunity of managing the information about the Applicants uploaded and processed by the Licensee using the Service, to communicate with the Applicants through additional modules connected to the Service;
 - 2.8.4. to use the Service in their business activities without right of resale, rent, transfer of the right of the Service use to any third parties, or commission of any profit-making actions related to the use of Service by the third parties, if otherwise is not agreed with the Licensor in a written form beforehand.
- 2.9. In case of a malfunction of the Service, as well as errors in the operation of the Service, the Licensee shall send a relevant notification to the technical support (e-mail: support@huntflow.ru).
- The Licensor shall process requests received from the Licensee about errors and/or malfunction of the Service on weekdays (Monday-Friday) during working hours.
- 2.10. Within twenty (20) days from the date of receipt of the relevant request from the Licensee the Licensor is obliged to provide the technical ability to download the Applicants Database as of the date of receipt of the request in any of the following formats at the option of the Licensee: .json, .pdf, .doc. The download in .json format must contain information on the surname, first name, patronymic, work experience and contact details of the Applicant (if they are present when forming the Applicants Database), history of interaction with the Applicant (results of passing the selection stages, data on transition from one stage to another), all marks and comments made by the Licensee. The download in .pdf and .doc formats must contain resumes of the Applicants added to the Applicants Database by the Licensee.
- 2.11. The Service is provided to the Licensee "as is". The Licensor makes no guarantees that the functionality of the Service will fully meet the Licensee's expectations.
- 2.12. In case of the prolongation of the Service use (granting the right to use the Service for a new period), the Licensee shall pay the license fee for the next period of the Service use no later than five (5) business days before the expiration date of the current license, unless otherwise agreed by the Parties. Should the Licensee fail to comply with payment deadline, the Licensor shall not be liable for any possible interruption in access to the Service.

3. Use of Personal Data and Third-Party Services

- 3.1. The Licensee shall independently regulate its relations with the Third Party Services used by the Licensee to receive information about the Candidates, including independent payment for the use of the Third Party Services.
- 3.2. The Licensor shall not be liable for the Licensee's compliance with the rules of using the Third Party Services and the information received with their help.
- 3.3. The Licensor shall not be liable for the Licensee's compliance with the rules on the use of Personal Data and legislation on the use of Personal Data, as well as for the use (distribution, depersonalization, blocking, destruction, search and presentation) of information about the Candidate and other publicly available Personal Data of the Candidate on the basis of Personal Data and information specified in the Candidate's details.
- 3.4. The Licensor shall not be responsible for the legality, reliability and relevance of the information (including information about the Candidate) obtained by the Licensee with the help of the Third Party Services, as well as obtained by the Licensee independently from other sources. In case of any claims of third parties against the Licensor related to the content of the information posted by the Licensee or to the legality of receipt and use of such information by the Licensee, the Licensee shall settle such claims on its own.

- 3.5. The Licensor shall not be liable for any improper use of the Candidates' Personal Data if such use occurred as a result of:
 - 3.5.1. provision by the Licensee of passwords or other information about the Service to third parties who are not registered users of the Service, or to other users who, due to lack of registration with the Service or for other reasons, do not have access to such information;
 - 3.5.2. violations of the information security of the Service;
 - 3.5.3. violations of the terms and conditions of the agreements for the use of the Candidate Database by the Licensee or the Licensor's counterparty;
 - 3.5.4. interruptions in the Service operation, if such interruptions are caused by the Service use by third parties other than the intended purpose;
 - 3.5.5. technical malfunctions in the software, computer networks and servers, which occurred through no fault of the Licensor and which are beyond the Licensor's control.
- 3.6. In the absence or termination of the Licensee's access to the Third Party Services, the Licensor shall not be liable for the impossibility to receive data through the use of the Third Party Services or updating the data that the Licensee has previously received through the use of the Third Party Services.
- 3.7. The Licensor is not a representative of the Candidates, the Third Party Services or other persons who provide information about the Candidates. The Licensor shall not be liable for the obligations established between the Licensee and the persons referred to in this clause.
- 3.8. The Licensee acknowledges that by accepting the terms of this Agreement, the Licensee is providing the Service access to its Personal Data on a voluntary basis, including providing its Personal Data for processing by the Licensor under the terms and conditions set forth in the Privacy Policy of the Licensor.
- 3.9. The Licensor shall only process the Licensee's Personal Data that are placed by the Licensee on the Service. The Licensor shall process the Licensee's Personal Data by means of the hardware and software tools of the Service.
- 3.10. The Licensee shall not be entitled to transfer its credentials (password and other data used for registration on the Service) to third parties, in order to avoid unauthorized access to the Service.
- 3.11. The Licensor may technically block the use of the same User Account Details in the event that at the time of using the Account Details of any of the users in the Service another person begins to use it. In this case the Licensor has the right, without prior notice, to block, at its sole discretion, the Account Details of such user or the Licensee's Account as a whole.
- 3.12. In case of breach of the User Agreement or the terms of the Agreement by the Licensee (its users), the Licensor shall have the right to demand elimination of the breach, and if the breach is not eliminated within the period specified in the demand, to block the user access to the Service, and in cases specified in the Agreement, terminate this Agreement unilaterally without a court order, without any compensation to the Licensee for the losses, including the amount of the royalties paid.
- 3.13. If the User Account Details are blocked, the Licensee has the right to send a request to unlock the Account via e-mail: support@huntflow.ru with a detailed description of the circumstances that became the basis for blocking the Account Details and the reason for occurrence thereof. On the basis of this request the Licensor makes a decision to unblock the Account Details or sends a refusal to satisfy the request within 3 (Three) business days from the date when the request was received.
- 3.14. The Licensor ensures security of personal data during their processing in the information system.

3.15. The Service and the Applicants Database are hosted on servers located in the territory of the Russian Federation. The Licensee is solely responsible for compliance with applicable laws when hosting the Applicants Database in the territory of the Russian Federation.

4. Procedure for payment of the license fee

- 4.1. The amount and procedure for payment of the license fee shall be determined in accordance with this Agreement and the terms and conditions (Tariff Plans) posted at www.huntflow.ru/price, unless otherwise provided by a supplemental agreement of the Parties.
- 4.2. The license fee under the Agreement shall be paid by wire transfer in the form of a 100% prepayment, unless other procedure of payment is stipulated by the agreement of the Parties
- 4.3. Funds transfer shall be made by any of the methods offered on the Website or the Service, including bank transfers both by individuals and legal entities, and by depositing funds in rubles through the payment system, if applicable.
- 4.4. Should the Licensee fail to pay the license fee (or a part thereof) when due, the Licensor may suspend the Service operation by blocking the Licensee's account. Access to the Service may be resumed if the Licensee makes the appropriate payment to the Licensor.

4.5. Switching to another Service Plan

The Licensee is entitled to have the access to the Service advanced functions (to expand the available functions) by switching to the more expensive Service plan that includes such advanced functions within the validity period of the present Agreement.

The amount of the additional license fee for switching to a more expensive Tariff plan shall be calculated as follows:

- The Licensee shall pay the difference between the license fee established by the Tariff Plan at the time of switching and the license fee established by the new Tariff Plan at the time of switching calculated in proportion to the number of months remaining to the expiration of the License;
- When defining the amount of the license fee, the incomplete month for granting the License will be considered as a full month.

4.6. Extra license

The Licensee is entitled to request the grant of right for Service use for extra users (hereinafter "Extra license") within the duration of the present Agreement.

The amount of the additional license fee shall be set forth in the Price List in effect at the time of granting the Additional License, unless otherwise agreed by the Parties.

When defining the amount of the license fee, the incomplete month for granting the License will be considered as a full month.

The Additional License shall be granted to the Licensee subject to payment of the Additional License Fee at the time and in the amount agreed upon by the Parties. If at the time of the request for an additional license the Licensee is in arrears in payment of the license fee, the Licensor may not grant the Licensee an additional license until the Licensee fully repay its debt and pay the additional license fee.

5. Liability of the Parties

- 5.1. The Licensee may not use the following objects in any way without the Licensor's prior written permission:
- 5.1.1. design and program code of the Service;
 - 5.1.2. informational, graphic, audio, video, photo and other design and content of the Service made and posted by the Licensor on the Service (including those which are not visible without performing special (including unlawful) actions).
- 5.2. The objects specified in cl. 5.1 of this Agreement are the intellectual property of the Licensor or other rightholders (in case the Licensor uses the objects on the basis of

- agreements with such rightholders). The rights to such intellectual property are not the subject of this Agreement.
- 5.3. The Licensee shall be solely responsible for its actions/inaction if such actions/inaction resulted in the violation of the Licensor's rights or were aimed at the violation of the Licensor's rights to the intellectual property objects specified in cl. 5.1. hereof. Should the Licensee violate the provisions of cl. 5.1 of this Agreement, the Licensor shall be entitled to immediately terminate the Licensee's access to the Service.
 - 5.4. The Licensor shall not be liable for non-performance or improper performance of obligations under the Agreement, as well as for possible losses incurred, including, but not limited to, as a result of:
 - 5.4.1. unlawful actions of the Licensee aimed at the violation of information security or normal functioning of the Service;
 - 5.4.2. unauthorized actions of third parties to disrupt the information security and normal operation of the Service, if the Licensor was unable to anticipate and prevent such actions and their consequences;
 - 5.4.3. the absence (inability to establish, termination, etc.) of Internet connection between the server of the Licensee and the server of the Service;
 - 5.4.4. interruptions in the Service operation, if such interruptions are caused by coding errors, computer viruses or other code fragments in the software of the Service;
 - 5.4.5. if the governmental or municipal authorities, other authorized agencies, organizations or individuals perform investigation and search activities;
 - 5.4.6. when the government establishes a regulatory regime for commercial activities on the Internet, which makes it difficult or impossible for the Licensor to fulfill the terms of this Agreement;
 - 5.4.7. other circumstances due to the actions or omissions of the Licensee or other persons that lead to a deterioration of the overall situation with the use of the Internet and/or computer equipment, compared to what existed at the time of entering into the Agreement.
 - 5.5. The Licensor shall not be responsible for the legality of the actions performed by the Licensee in the Service under its account data.
 - 5.6. The Licensor shall not be liable for the loss or damage of data which occurred in case of the Licensee's violation of the rules of the Service use set forth herein or the rules of the Third Party Services use for the purpose of obtaining information by the Licensee about the Candidates.
 - 5.7. The Licensor shall not be liable for damages caused to the Licensee as a result of the disclosure of information about the Licensee to third parties, which occurred through no fault of the Licensor.
 - 5.8. All actions performed by a person authorized on the Service using the Licensee's credentials will be considered the actions performed by that Licensee. The Licensee shall be solely liable for all actions performed by it using the Service, as well as for all actions of other persons performed while authorizing using the Licensee's credentials.
 - 5.9. If the Licensee violates any of the provisions of the User Agreement or violates the applicable law, the Licensor shall have the right to unilaterally extrajudicially terminate the License Agreement by sending the Licensee a written notice fifteen (15) days prior to the date of termination of the Agreement without compensating the Licensee for any losses.
 - 5.10. In the event of a breach by the Licensor of the representations set forth in cl. 5.2. of the User Agreement, the Licensee shall have the right to unilaterally terminate the license agreement out of court by giving the Licensor fifteen (15) days prior written notice without compensation for any damages.

5.11. In case of the premature termination of the License Agreement, for reasons not stipulated in cl. 5.10 of the User Agreement, the license fee paid by the Licensee will not be refunded.

6. Final provisions

- 6.1. Any disputes arising between the Licensee and the Licensor shall be settled by means of negotiations. Should the Parties fail to reach an agreement through negotiations, the Parties shall use the claim procedure to resolve disputes in accordance with cl. 6.2 to 6.7 of this Agreement.
- 6.2. The Licensee's claims shall be accepted and considered by the Licensor only in writing and in the manner prescribed by this Agreement and the applicable legislation.
- 6.3. The Licensee shall send a claim to the Licensor by e-mail to office@huntflow.ru.
The Licensee's claim must contain the following information:
 - 6.3.1. the essence of the claim;
 - 6.3.2. the grounds for the claim;
 - 6.3.3. the Licensee's account data used when registering for the Service;
 - 6.3.4. other data of the Licensee which allow to identify the Licensee as a business entity.
- 6.4. The Licensee's claim must also be sent in writing by mail.
- 6.5. The Licensor shall not consider anonymous claims, claims sent in violation of the prescribed procedure, or if the claim does not contain any of the information listed in cl. 6.3 of this Agreement, as well as the claims, the content of which does not allow to identify the Licensee.
- 6.6. Subject to compliance with the form of the claim and the terms provided by cl. 6.3. of this Agreement, the Licensor shall consider the claim within ten (10) business days from the date of its receipt by the Licensor and shall send a response to the claim of the Licensee at the email or postal address specified in the claim received by the Licensor from the Licensee.
- 6.7. If the dispute cannot be resolved through the complaint procedure, the dispute shall be resolved through the court procedure in accordance with the current legislation. The Licensor's address for correspondence by mail: 127015, room 27A, 2 b.2, Novodmitrovskaya st., Moscow, Russia. E-mail addresses of the Licensor for sending technical inquiries: support@huntflow.ru.
- 6.8. The issues not regulated by the Agreement shall be resolved in accordance with the legislation of the Russian Federation.