

Effective Date: 14th of August 2025

Governing Law: Dutch Law

Version: 1.0

1. Applicability

These Terms and Conditions ("Terms") apply to all offers, subscriptions, services, and agreements provided by **RcruitFlow B.V.**, registered in the Netherlands, to any business customer — including but not limited to recruitment agencies, freelance recruiters, and in-house recruitment teams.

By using the RcruitFlow platform or accepting a quote, the customer ("Client") agrees to be bound by these Terms.

2. Agreement Formation

An agreement is formed when:

- The Client completes an online subscription via RcruitFlow's platform, or
- The Client signs a written proposal or offer from RcruitFlow.

In either case, these Terms apply, unless explicitly overridden by a signed agreement.

3. Services

RcruitFlow provides access to its AI-driven recruitment platform, which may include:

- Candidate data processing
- AI-generated content
- CV anonymisation
- Outreach tools
- Interview preparation support
- Integrations with third-party systems (e.g. ATS/CRM)

The scope of Services depends on the selected subscription plan.

4. Subscription & Duration

Clients may choose:

- A **monthly plan** (flex): cancel anytime, with access until the end of the billing month.
- An **annual plan** (committed): cancel anytime, but fees remain due until the end of the 12-month term.

Annual subscriptions will receive a reminder before renewal. Monthly subscriptions renew automatically.

5. Fees & Payment

- All fees are stated in euros and are **exclusive of VAT** unless specified.
 - Invoices are payable within **30 days** of the invoice date.
 - **Automatic payment (direct debit)** is the standard billing method.
 - If payment is not received on time, RcruitFlow may suspend or limit access without prior notice.
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6. Client Responsibilities

The Client agrees to:

- Use the platform in compliance with applicable laws and ethical standards.
- Only upload data for which they have a legal basis (e.g. candidate consent).
- Not misuse, resell, or reverse-engineer the platform or its outputs.

RcruitFlow reserves the right to suspend services in case of abuse, non-payment, or legal violations.

7. Intellectual Property

- All rights to the platform, its AI models, software, and generated outputs remain with RcruitFlow.
 - Client data (including uploaded CVs and candidate notes) remains the property of the Client.
 - The Client receives a limited, non-transferable license to use the Services during the subscription period.
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8. Confidentiality

Both parties agree to keep all confidential information — including candidate data, business strategies, and technical materials — strictly confidential, unless legally required to disclose.

9. Liability

RcruitFlow is not liable for:

- Indirect, consequential, or special damages (e.g. lost placements, business interruption, or reputational harm).
- Any decision made by the Client based on AI-generated output.

Total liability is capped at the amount paid by the Client to RcruitFlow in the 3 months preceding the incident.

10. Force Majeure

RcruitFlow is not responsible for delays or failure to perform due to circumstances beyond its reasonable control, including (but not limited to): network outages, cyberattacks, government restrictions, pandemics, natural disasters, war, or labor strikes.

In case of force majeure, obligations are suspended for the duration of the event.

11. Termination

- Either party may terminate a subscription at any time in writing.
 - Termination of a monthly plan takes effect at the end of the current month.
 - Termination of an annual plan takes effect at the end of the contractual term; no refunds for early cancellation.
 - Upon termination, the Client loses access to the platform. Data may be deleted after 30 days unless agreed otherwise.
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12. Changes to Terms

RcruitFlow reserves the right to amend these Terms. Changes will be announced at least **30 days in advance**.

Continued use after the effective date of the update implies acceptance. If the Client does not agree, they may cancel their subscription before the new Terms apply.

13. Governing Law & Jurisdiction

These Terms are governed by **Dutch law**. All disputes shall be exclusively submitted to the **District Court of Amsterdam**, unless mandatory law requires otherwise.

14. Contact Information

RcruitFlow B.V.

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