

## RcruitFlow – User Agreement

**Effective Date:** 06-08-2025

**Governing Law:** Dutch Law

**Version:** 1.0

---

### 1. Definitions

- **"RcruitFlow"**: The platform operated by RcruitFlow B.V., offering AI-driven tools for recruiters and recruitment agencies.
  - **"User"**: Any individual recruiter, freelancer, or organization that registers or uses the Services.
  - **"Services"**: All functionalities offered by RcruitFlow, including AI-generated content, data parsing, CV anonymisation, outreach automation, interview preparation, and integration features.
  - **"Account"**: The unique login and associated subscription details used to access the Services.
  - **"Data"**: Any information the User enters or uploads, including candidate profiles, CVs, client vacancies, and related communication data.
  - **"AI Output"**: Content and recommendations generated using RcruitFlow's AI algorithms.
  - **"Agreement"**: This User Agreement, including referenced documents like the Privacy Policy and Data Processing Agreement (DPA).
- 

### 2. Scope and Acceptance

By creating an account or using any part of the Services, the User agrees to be bound by this Agreement.

This Agreement applies to both freelance recruiters and companies using the platform for commercial recruitment purposes. Use for personal, non-recruitment purposes is not permitted.

Separate agreements regarding **data processing (DPA)** and **privacy policy** are applicable and binding alongside this Agreement.

---

### 3. Access and Use

- RcruitFlow grants Users a **limited, non-exclusive, non-transferable license** to use the Services.
  - The Services are provided **solely for recruitment-related activities**.
  - Access is limited to the number of licenses purchased; each license is tied to a named User.
  - API and ATS integrations are available based on plan level and subject to separate terms.
- 

### 4. Acceptable Use

Users agree not to:

- Misuse, copy, sell, or modify the platform or its output beyond what's permitted by their license.
- Input false, misleading, discriminatory, or unauthorized data.
- Use the platform to generate unethical, illegal, or harmful content, or to bypass GDPR or anti-discrimination principles.

RcruitFlow reserves the right to suspend or terminate accounts in case of misuse or legal violations.

---

## 5. AI Output and Responsibility

- RcruitFlow provides suggestions and content based on AI models. These are **meant to assist, not replace, human judgment.**
  - Final responsibility for content sent to candidates, clients, or third parties remains with the User.
  - RcruitFlow does not guarantee the accuracy, completeness, or legality of AI Output, and shall not be liable for outcomes based on its use.
- 

## 6. Data Privacy and Security

- RcruitFlow processes personal data in accordance with the **General Data Protection Regulation (GDPR)** and Dutch privacy laws.
- Candidate and client data remains the User's property.
- RcruitFlow acts as a **data processor** where applicable, and Users are responsible for legal basis and consent when submitting personal data.
- Data is securely stored in encrypted EU-based servers.

See our separate **Privacy Policy** and **Data Processing Agreement** for more details.

---

## 7. Fees and Billing

- Subscription fees are based on the number of active recruiter licenses, as per the chosen plan (monthly or annually).
  - All fees are **exclusive of VAT** unless stated otherwise.
  - RcruitFlow may suspend access in case of overdue payments.
  - Plans automatically renew unless cancelled with written notice at least 7 days before renewal.
- 

## 8. Suspension and Termination

- Users may cancel their subscription at the end of any billing cycle.

- RcurlFlow may suspend or terminate access for violations of this Agreement or in case of non-payment.
  - After termination, user access is revoked and data is retained for up to 30 days, after which it may be permanently deleted.
- 

## 9. Intellectual Property

- All intellectual property rights in the platform, including software, models, AI algorithms, and generated content, belong to RcurlFlow or its licensors.
  - Users retain ownership over the data they input, including CVs, client profiles, and notes.
  - Generated content may be used for commercial recruitment purposes but does not grant Users IP rights over the underlying models or systems.
- 

## 10. Liability

- RcurlFlow's services are offered "**as-is**", without any guarantees of success, placement, or accuracy.
  - RcurlFlow is not liable for recruitment decisions, reputational damage, or lost business opportunities.
  - **Total liability is capped at the amount paid by the User in the 3 months preceding the claim.**
  - RcurlFlow is not liable for indirect, consequential, or punitive damages.
- 

## 11. Changes to Terms

- RcurlFlow may amend this Agreement with at least **30 days' notice**.
  - Continued use after changes are implemented implies acceptance.
  - Users who do not agree may terminate their subscription before the changes take effect.
- 

## 12. Governing Law and Dispute Resolution

- This Agreement is governed by **Dutch law**.
  - All disputes will be brought before the **court of Amsterdam**, unless mandatory law provides otherwise.
  - Parties agree to first attempt informal resolution before engaging in formal legal proceedings.
- 

## 13. Contact

For questions or requests, please contact:

**RcruitFlow B.V.**

m.rem@rcruitflow.com