

FreeHour Careers Campaign - Terms of Use

Version 1.0 - 2023

BACKGROUND:

Please read these Terms of Service (the "Career TOS") carefully as they govern the terms and conditions under which FreeHour Limited, a company incorporated under the Laws of Malta bearing company registration number C 82326) with its registered office situated at SALIS RESIDENCE, BLK A, 12 TRIQ IL QALA ST. PAULS BAY QAWRA SPB 1640 (hereinafter "FreeHour", "we", "us" or "our") allows users to access and use the "Careers" section on the FreeHour mobile app and the "External Pages", and generally any ancillary service provided by FreeHour in relation to the aforementioned (hereinafter collectively referred to as the "Career Module").

Please read the Career TOS carefully and make sure that you understand them. We have tried to make these Career TOS fair and straightforward. However, if you have any questions please feel free to get in touch with us through any of our contact channels. You will be required to formally signify your acceptance to the Career TOS prior to accessing the Careers Section and/or the External Pages. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop making use of any functionality forming part of the Career Module immediately.

These Career TOS are intended to solely govern and regulate the use of and access to the Career Module. They should be viewed as supplementary to, rather than as replacing the terms of use which govern the use of the FreeHour app in general. In the case of discrepancy between these Career TOS and the general terms, the Career TOS take precedence and prevail.

1. Scope and functionalities of the Career Module

1. From time to time, third parties may ask us to post a vacancy advert on their behalf. Once we agree on the relevant terms with each third party (hereinafter "the Recruiting Entity"), we will proceed with the publication of that particular vacancy advert on the FreeHour App (hereinafter "the Vacancy Advert(s)"). Registered users of the App may view all Vacancy Adverts that we publish by accessing the "Careers" section in the App.
2. You may find more details of each Vacancy Advert, including details about the Recruiting Entity and the vacancies that such Recruiting Entity directly from the App.
3. If you are interested to apply for a post and send your CV to the Recruiting Entity, you will be required to click on the "Submit your CV" button (or similar), which is a functionality that we enable and include within each Vacancy Advert. Once you do, you will be redirected to a separate website where you will be able to access more details about the Recruiting Entity, the vacancies which are available and, should you choose to do so, submit your CV (hereinafter "the External Page").
4. For the avoidance of doubt, you may wish to note that we will create an External Page for each Recruiting Entity. In order to provide a better user experience, we have decided to use Typeform.com, a reputable third-party platform that implements industry standard security measures, to create the External Pages. If you would like to get more details on the security measures implemented by Typeform.com, you may access their website or the following page directly: <https://www.typeform.com/help/a/security-at-typeform-360029259552/>.
5. The External Page is totally segregated from the FreeHour App and we will not automatically transfer data or details concerning yourself to the External Page. As a

result, when accessing an External Page, you will be asked to provide certain information, such as your name and email address.

6. Please note that the CV and the information collected through the External Page is sent to the particular Recruiting Entity when you click on the "Submit" button (or similar).
7. We are not responsible for the data processing practices of each Recruiting Entity, which may differ from how we use and process data. We encourage you to review the relevant privacy notices set out by each Recruiting Entity before using the Career Module to send CVs or disclose any information to such entities.
8. The details and information you submit through the External Page (including your CV) is only sent and made available to the Recruiting Entity you have chosen to interact with. We will not share your information with other third parties, even if they are similarly seeking to recruit personnel through our Career Module. Moreover, we will only access the details you submit through the External Page to facilitate the transmission of such information to that particular Recruiting Entity, or to provide technical support or troubleshooting. We will not store or keep a database of CVs for future use.
9. The Recruiting Entity is entirely responsible for all text, material and other content included in each Vacancy Advert and External Page. FreeHour does not check, verify or review any such text, material and other content that may be accessible or visible in the Vacancy Advert and External Page.

2. Access to the Career Module

1. Access to the Career Module is free of charge and available to all users who are duly registered with FreeHour. There is no need for a separate registration to access the Career Module.
2. Use of the Career Module is entirely voluntary.
3. Access to the Career Module is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Career Module (or any part of it) at any time and without notice. We will not be liable to you in any way if the Career Module (or any part of it) is unavailable at any time and for any period.

3. Intellectual Property Rights

1. Save as otherwise expressly set out in clause 3.3, all title, interests, rights (inclusive of all intellectual property rights) in and to the Career Module, and generally all content or material that is available or visible when accessing the Career Module are owned by FreeHour and/or its licensors. The aforementioned is protected by applicable Maltese and international intellectual property laws and treaties.
2. You further agree that the Career Module incorporates material and information that we consider to be proprietary and commercially sensitive. You unconditionally and irrevocably agree to make use of such material and information solely for your personal and non-commercial use and in full compliance with these TOS.
3. FreeHour grants you a limited, personal and non-exclusive license to access and use the Career Module and any software that is embedded within it solely for the purposes set out in these Career TOS. You may not transfer this license or provide any rights therein to any third parties.
4. Each of the Recruiting Entities retains the ownership of copyright and other intellectual property rights subsisting in the content that they have provided to be visible in the

Vacancy Advert and External Page.

5. You may not systematically copy or reproduce content or material from the Career Module unless we have given our express permission to do so.
6. Our status as the owner and author of the material or content in the Career Module (or that of identified licensors or Recruiting Entities, as appropriate) must always be acknowledged.

4. Acceptable Usage Policy

1. You may only use the Career Module in a manner that is lawful, respectful and that complies fully with the provisions of the Career TOS and any Acceptable Usage Policy that we may publish from time to time. Specifically:
 1. you must ensure that you comply fully with any and all applicable local, national, and international laws and/or regulations;
 2. you must not use the Career Module in any way, or for any purpose, that is unlawful or fraudulent;
 3. you must not use the Career Module to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
 4. you must not use the Career Module in any way, or for any purpose, that is intended to harm any person or persons in any way.
2. You are only permitted to post a CV:
 1. in your own name,
 2. that includes no details of third parties, unless you have obtained permission to do so,
 3. that does not include details that reveals your race or ethnic origin, political opinions, religious or political beliefs, trade union membership, genetic or biometric data, data concerning health or data concerning your sexual life or sexual orientation,
 4. when you are genuinely interested in a particular post,
 5. not more than once in relation to each vacancy,
 6. in any generally available format, but we recommend that you do so in PDF; and
 7. after making sure that it contains no content that breaches the rights of third parties, is illegal, obscene, deliberately offensive, hateful, or is otherwise intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person.
3. We reserve the right to suspend or terminate your access to the Career Module and/or suspend or terminate your FreeHour Account if you materially breach the Career TOS.

5. Disclaimers

1. We are not a recruitment agency and do not hold ourselves to be so. We do not have the competence to provide any advice or assistance in the field of recruitment and similar areas. No material or information made available in or within the Career Module shall be deemed to be or constitute advice on which you should rely. It is provided for general

information purposes only.

2. We make no representation or give any warranty in relation to whether a particular vacancy is suitable or appropriate. We encourage you to make your own assessment based on your circumstances. If you have any queries or concerns relative to a particular vacancy, please get in touch directly with that particular Recruiting Entity.
3. The role of FreeHour is limited to what we expressly set out in clause 1 above. In particular, we will not be involved in any capacity in the review of the applications received by the Recruitment Entity, the shortlisting process, any interview that may be held or organised and any offer that may be made by the Recruiting Entity.
4. Insofar as is permitted by law, we make no representation, warranty, or guarantee that the Career Module will meet your requirements.

6. Our Liability

1. To the fullest extent permitted by applicable law, we will not be liable for any (a) indirect, incidental, special, consequential, punitive or exemplary damages, (b) damages for loss of profits, (c) damages for loss of goodwill, (d) damages for loss of use, (e) loss or corruption of data, or (f) other intangible losses (even if FreeHour has been advised of the possibility of such damages), whether based on contract, tort, negligence, or otherwise, arising out of or in connection with the use of (or inability to use) the Career Module or the use of or reliance upon any content (whether it is provided by us or whether it is an Vacancy Advert) included on the Career Module.
2. To the fullest extent permissible by law, we exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Career Module or to any content (whether it is provided by us or whether it is an Vacancy Advert) included on the Career Module.
3. We exercise all reasonable skill and care to ensure that the Career Module is free from viruses and other malware. To the fullest extent permitted by law, we accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of the Career Module.
4. Nothing in these Career TOS excludes or restricts our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law.

7. Viruses, Malware and Security

1. You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
2. You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via the Career Module.
3. You must not attempt to gain unauthorised access to any part of Career Module, the server on which the Career Module is stored, or any other server, computer, or database connected to the Career Module.
4. You must not attack the Career Module by means of a denial of service attack, a distributed denial of service attack, or by any other means.

8. Privacy and Cookies

1. Use of the Career Module is also governed by Our Cookie and Privacy Policies, available from www.freehour.eu/privacy-policy. These policies are incorporated into these Career TOS by this reference.

9. Data Protection

1. All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.
2. For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy www.freehour.eu/privacy-policy.

10. Changes to these Career TOS

1. We may alter these Career TOS at any time, but in any case we will inform you accordingly, by means we deem reasonable in the circumstances.
2. In the event of any conflict between the current version of these Career TOS and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

11. Feedback & Complaints

1. It is important to us to ensure that your feedback is heard.
2. You may send any message containing complaints, suggestions, or queries that you might have regarding the use of the Platform by contacting us through any of our contact channels.
3. All messages are handled with due care by us and shall be confidential.
4. Upon receiving your message we will endeavour and do our utmost to reply as soon as is practicable.

12. Waiver, Severability

1. Our failure or delay to enforce any provision of these Career TOS is not a waiver of our right to do so later.
2. If any provision of these Career TOS shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of the Career TOS and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

13. Law & Jurisdiction

1. These Career TOS, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of Malta.

2. You irrevocably agree to submit yourself to the non-exclusive jurisdiction of the Courts of Malta for settlement of any matter or dispute whatsoever arising out of these Terms or the use of our Platform.
3. In any case, this choice of applicable law and jurisdiction shall not have the result of depriving you of the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of choice, would have been applicable.