

Terms of Services

1. Acceptance of the terms

This website is provided to you by RiseSmart, a Randstad Professionals nv division (hereinafter referred to as RiseSmart), with headquarters in Access Building, Avenue Charles Quint, 586 (b 8), 1082 Brussels.

By accepting these Terms of Service (TOS) or by using the website, you unconditionally agree with these Terms of Service. RiseSmart reserves the right to change the content of these terms. When using the website, the current Terms of Service as stated on the website, are always applicable.

Belgian laws applies to the access to, the use and operation of our website, the terms of Services, our services and any disputes which are (or may be) related to. Only the Belgian court is authorized to notify these disputes.

2. Description of the Service

RiseSmart provides outplacement services, career management services, assessment & competence services and employability services. The Service includes (a) the website, (b) RiseSmart's outplacement services, career management services, assessment & competence services and employability services, related RiseSmart Technology and other related services (including file management and analytics services), and (c) all software, materials, portals, recommendations, job leads, data, reports, text, images, sounds, video, analytics and other content made available through any of the foregoing. Any new features added to or augmenting the Service are also subject to the Terms of Service and the Privacy Statement.

3. General conditions access & use of the services

3.1 Subject to the terms and conditions of this TOS, you may access and use the Service only for lawful purposes. All rights, title and interest in and to the Service and its components will remain with and belong exclusively to RiseSmart.

You shall not (a) sublicense, resell, rent, lease, transfer, assign, or otherwise commercially exploit or make the Service available to any third party; (b) use the Service in any unlawful manner (including without limitation in violation of any data, privacy or intellectual property law) or in any manner that interferes with or disrupts the integrity or performance of the Service or its components, (c) modify, adapt or hack the Service to, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks; or (d) use any Content on other web sites or any media (e.g., a networking environment). You shall comply with any codes of conduct, policies or other notices RiseSmart provides you or publishes in connection with the Service, and you shall promptly notify RiseSmart if you learn of a security breach related to the Service. In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, RiseSmart's Privacy Statement.

3.2 Any software that may be made available by RiseSmart in connection with the Service

("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this TOS, RiseSmart hereby grants you a personal, non-transferable, non-sublicensable and non-exclusive right and license to use the Software on a single device solely in connection with the Service. You agree not to access the Service by any means other than through the interface that is provided by RiseSmart for use in accessing the Service.

3.3 You are solely responsible for all data, information, feedback, suggestions, text, content and other materials that you upload, post, deliver, provide or otherwise transmit or store (hereafter "transmit(ing)") in connection with or relating to the Service ("Your Content"). You hereby represent and warrant that Your Content transmitted by you with respect to the Service will be accurate, true and complete (including with respect to your resume, biographical data and employment information, if you are using the Service as a job seeker). You are responsible for maintaining the confidentiality of your login, password and account and for all activities that occur under your login or account. RiseSmart reserves the right to access your account in order to respond to your requests for technical support. By transmitting Your Content on or through the Service, You hereby do and shall grant RiseSmart a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, modify, reproduce, distribute, display, publish and perform Your Content in connection with the Service. You further agree that RiseSmart may remove or disable any Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content), or for no reason at all.

3.4 You understand that the operation of the Service, including Your Content, may be unencrypted and involve (a) transmissions over various networks, (b) changes to conform and adapt to technical requirements of connecting networks or devices, (c) transmission to RiseSmart's third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service, and (d) transmission to other third parties in connection with the provision to you of the Service. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of Your Content. RiseSmart will have no liability to you for any unauthorized access or use of any of Your Content, or any corruption, deletion, destruction or loss of any of Your Content.

3.5 If you are a job seeker, you further agree to use your own judgment, caution, and common sense in managing job opportunities and information offered by or obtained through the Service and that you bear the sole risk of any reliance or use of any Content (including any job leads or recommendations) provided through the Service.

3.6 The failure of RiseSmart to exercise or enforce any right or provision of this TOS shall not be a waiver of that right.

3.7 You acknowledge that a Client of RiseSmart may engage RiseSmart to assist its current and/or former employees' search for employment through the Service ("Client Agreement").

3.8 If you are using the Service pursuant to a Client Agreement, you acknowledge that the Service made available to you will in no event exceed the scope, duration or other limits of the Client Agreement pursuant to which you are granted access to the Service.

3.9 You agree that RiseSmart (a) may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that Content will be retained by the Service and the maximum storage space that will be allotted on your behalf, (b) RiseSmart has no responsibility or liability for the deletion or failure to store any Content maintained by or uploaded to the Service, and (c) may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process, applicable laws; (ii) enforce this TOS; (iii) respond to claims that any Content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of RiseSmart, its users and the public.

4. Representations and Warranties.

In connection with your use, you agree NOT to: violate any rules or regulations including, but not limited to anti-discrimination, or equal opportunity laws; infringe any intellectual property and privacy rights, including, but not limited to copyright, trademark, or trade secrets, of any third party; upload, post, transmit, or store any material that: is unlawful, fraudulent, breaches any of your contractual or confidentiality obligations; disrupts or interferes with the normal operations of the Site, such as posting or transmitting viruses, continuous posting of repetitive materials, or posting abnormally large load; or are not permitted by RiseSmart, including, but not limited to, any unauthorized advertising materials, unsolicited promotional materials; violate other's privacy rights or personal rights by abusing the Materials, including, but not limited to, harassing or "stalking" another person, sending unsolicited e-mails, and collecting other's personal information; breach or attempt to breach any security measures of the Site; use any device, process, or mechanism to monitor, retrieve, search, or access, e.g., spider or robot, the Site or any Material without RiseSmart's prior written consent; access or attempt to access any account or login of any third party listed on the Site; post or submit any inaccurate, false, or incomplete information, such as your resume, biographical data, or employment information; impersonate any person or entity; forge any header information in any electronic posting or mail; or misrepresent yourself, your affiliation with any third party, or your entity.

5. Termination.

If you are using the Service pursuant to a Client Agreement, you acknowledge that your access to such Service will expire upon the expiration or termination of the Client Agreement.

RiseSmart reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend or terminate your account (any part thereof) or use of the Service and remove and discard any of Your Content in the Service, for any reason, including if RiseSmart believes that you have violated this TOS.

RiseSmart shall not be liable to you or any third party for any modification, suspension or discontinuation of the Service. RiseSmart will use good faith efforts to contact you to warn you prior to suspension or termination of your account by RiseSmart.

All of Your Content on the Service (if any) may be permanently deleted by RiseSmart upon any termination of your account in its sole discretion.

6. Disclaimer

RiseSmart does not warrant that the service will be uninterrupted, timely, secure, error-free or virus free and no information, advice or services obtained by you from RiseSmart or through the service shall create any warranty not expressly stated in this TOS.

Under no circumstances will RiseSmart be liable in any way for any content or materials of any third parties (including users).

7. Apple-Enabled Software Applications RiseSmart offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms. With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "AppleEnabled Software"), in addition to the other terms and conditions set forth in this TOS, the following terms and conditions apply: RiseSmart and you acknowledge that this TOS are concluded between RiseSmart and you only, and not with Apple, and that as between RiseSmart and Apple, RiseSmart, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof. You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.