

terms of service

1. acceptance of the terms

this website is provided to you by Randstad Risesmart AB ("randstad risesmart"), 556517-7143. by accepting these terms of service ("tos") or by using the website, you unconditionally agree with these tos. randstad risesmart reserves the right to change the content of these tos. when using the website, the current tos as stated on the website, are always applicable.

2. description of the service

randstad risesmart provides outplacement-, career management-, assessment & competence- and employability services. the service includes (a) the website, (b) randstad risesmart's outplacement-, career management-, assessment & competence- and employability services, related technologies, applications (including, without limitation, applications and services accessed through any mobile or other interface that allows you to access such applications and services) 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. for the performance of the service, randstad risesmart makes use of risesmart technology, which is provided by RiseSmart, Inc. any new features added to or augmenting the service are also subject to these tos, randstad risesmart's privacy notice and cookie notice.

3. general conditions access & use of the services

3.1 subject to the terms and conditions of these 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 randstad 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 randstad risesmart provides you or publishes in connection with the service, and you shall promptly notify randstad 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, randstad risesmart's privacy notice and cookie notice.

3.2 any software that may be made available by randstad 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 these tos, randstad 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 randstad 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. randstad 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 randstad 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 randstad 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 randstad 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. randstad 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 randstad risesmart to exercise or enforce any right or provision of these tos shall not be a waiver of that right.

3.7 you acknowledge that a client of randstad risesmart may engage randstad 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 randstad 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) randstad 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 these tos; (iii) respond to claims that any content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of randstad risesmart, its users and the public.

4. representations and warranties.

in connection with your use, you agree **not** to: violate any rules of 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 website, such as posting or transmitting viruses, continuous posting of repetitive materials, or posting abnormally large load; or are not permitted by randstad 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 website; use any device, process, or mechanism to monitor, retrieve, search, or access, e.g., spider or robot, the website or any material without randstad risesmart's prior written consent; access or attempt to access any account or login of any third party listed on the website; 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. randstad 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 randstad risesmart believes that you have violated these tos.

randstad risesmart shall not be liable to you or any third party for any modification, suspension or discontinuation of the service.

randstad risesmart will use good faith efforts to contact you to warn you prior to suspension or termination of your account by randstad risesmart.

all of your content on the service (if any) may be permanently deleted by randstad risesmart upon any termination of your account in its sole discretion.

6. disclaimer

randstad 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 randstad risesmart through the service shall create any warranty not expressly stated in these tos.

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

7. apple-enabled software applications

randstad 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, "apple-enabled software"), in addition to the other terms and conditions set forth in these tos, the following terms and conditions apply:

randstad risesmart and you acknowledge that these tos are concluded between randstad risesmart and you only, and not with apple, and that as between randstad risesmart and apple, randstad 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.

8. links to other sites.

the Service may contain links to third party web sites. these links are provided solely as a convenience to you and not as an endorsement by randstad risesmart of the contents on such third-party web sites. randstad risesmart is not responsible for the content of linked third party sites and does not make any representations regarding the content or accuracy of materials on such third party web sites. if you decide to access linked third-party web sites, you do so at your own risk.

9. mobile devices.

if you use the service through a mobile device, you agree that information about your use of the service through your mobile device and carrier may be communicated to randstad risesmart, including but not limited to your mobile carrier, your mobile device, or your physical location. In addition, use of the service through a mobile device may cause data to be displayed on and through your mobile device. by accessing the service using a mobile device, you represent that to the extent you import any of your randstad risesmart data to your mobile device that you have authority to share the transferred data with your mobile carrier or other access provider. In the event you change or deactivate your mobile device/account, you must ensure that your account (and any related messages (as applicable)), are not accessed by another party (or sent to

another party) and failure to do so is your responsibility. you acknowledge you are responsible for all charges and necessary permissions related to accessing the service through your mobile device and provider.

10. dispute

any dispute, controversy or claim arising out of or in connection with these tos, or the breach, termination or invalidity thereof, with regards to an individual in a consumer relationship with randstad risesmart, shall at all times be in accordance with applicable Swedish legislation and be settled by the swedish court, with stockholm district court as the first instance.

any dispute, controversy or claim arising out of or in connection with these tos, or the breach, termination or invalidity thereof, with regards to a client agreement, or an individual that is using the service pursuant to a client agreement, shall be finally settled by arbitration administered by the arbitration institute of the Stockholm Chamber of Commerce (the "SCC").

the rules for expedited arbitrations shall apply where the amount in dispute does not exceed SEK 2,000,000. Where the amount in

dispute exceeds SEK 2,000,000 the arbitration rules shall apply and the arbitral tribunal shall be composed of three arbitrators. the amount in dispute includes the claims made in the request for arbitration and any counterclaims made in the answer to the request for arbitration.

the seat of arbitration shall be stockholm. the language to be used in the arbitral proceeding shall be swedish. these tos shall be governed by the substantive law of sweden.

randstad risesmart shall nevertheless always have the right to present claims to a general court for undisputed overdue claims.