

General Terms of Service

Welcome to Ruth Careers web application

The Ruth ITS Terms of Service ("Terms of Service") is a legally binding agreement between you as the web application and website user ("you", "user", "yours") and Ruth Careers, the ERP solution and web application of Ruth ITS GmbH ("Ruth ITS", "we", "us" and "our"), even though it is electronic and is not physically signed.

By using our web app and website services ("Services"), you are indicating that you have read these Terms of Service and our Privacy Policy, and you understand it and agree to be bound by all the terms of this agreement. If you do not have such authority, or if you do not agree with this Terms of Service, you must not accept this and may not use our Service. Please read these Terms of Service carefully and contact us if you have any questions.

We may change these Terms of Service from time to time by notifying you of such changes by any reasonable means, including by posting revised Terms of Service through our website. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Terms of Service incorporating such changes, or otherwise notified you of such changes.

The "Last Update" section at the end of the document indicates when the Terms of Service was last changed. We may, at any time and without liability or prior notice, modify or discontinue all or part of the Service (including access to the Service via any third-party links); charge, modify or waive any fees required to use the Service; or offer opportunities to some or all Service users. We reserve the right to introduce new features or functionality for which the payment of fees may be required.

Privacy

We always maintain high standards of ethics and compliance to ensure we follow every applicable law and regulation. The privacy and data security of our Service users are one of our biggest business priorities since our Service as an ERP software solution for recruitment industry participants include storing their confidential data. The privacy of your personal information and your recruitment business information that may be collected and stored by our servers through the services we offer to you is governed by our [Privacy Policy](#).

The Privacy Policy document contains information about which type of information is collected and how we use it. If you have additional questions or require more information about our Privacy Policy, feel free to contact us.

Service

The Services include Ruth Careers website services for website visitors and access to the Ruth Careers web application for admins, members and third parties you authorize if you are using Ruth (Candidate or Company) Portal features. User rights in general are defined by the Ruth Careers permission system and user hierarchy. The permission system allows and showcases the extent of functionalities that are used by individuals regarding their role and position in the permission hierarchy. For additional questions regarding the permission system, feel free to contact us.

You are responsible for purchasing a sufficient number of accounts for your usage and company. Only one account may be used per person for all Services available on the web application. Your authorized users are subject to the terms and conditions of this Agreement and you shall ensure the reliability of all authorized users who access Service Content, including without limitation, by (i) performing background checks upon such authorized end users (where permissible under applicable law); (ii) assigning specific and necessity-based access privileges to such authorized end-users; (iii) ensuring that such personnel have undergone training in data protection and privacy and have the required skill, competency, and knowledge in data protection and privacy to comply with your obligations under this Agreement; and (iv) ensuring that such authorized end users are bound by obligations of confidentiality.

You acknowledge that the Services may become temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Ruth ITS or by third-party providers, or because of other causes beyond our reasonable control.

Ruth ITS needs to provide technical support services, through phone or email in accordance with our standard practice.

You may access and use the Services only for lawful purposes and in accordance with the provisions of this Terms of Service for internal purposes only, without exposing Data obtained through the Services to unauthorized third parties.

You shall not (and shall not allow any third party to) license, resell, rent, lease, transfer, assign, time share or otherwise commercially exploit or make the Services available to any unauthorized third party, including making available any Product Data to unauthorized third parties.

You shall not use the Services in any fraudulent, tortious, or unlawful manner (including without limitation in violation of any CAN-SPAM, Telephone Consumer Protection Act, data, privacy, export

control, federal, state, provincial and national laws or regulations) or in any manner that interferes with or disrupts the integrity or performance of the Service.

You are responsible for maintaining the confidentiality of your login, password and account and for all activities that occur under your login or account. You agree to immediately notify us of any unauthorized use of your account.

Intellectual Property Rights

Any software or data that may be made available by us in connection with the Service (either website or web app services) contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You agree not to access the Service by any means other than through the interface that is provided by Ruth ITS for use in accessing the Service. Any rights not expressly granted herein are reserved and no right to use any trademark of Ruth ITS is granted to you in connection with the Service. For using Ruth ITS trademarks and Service Content provided by us for promotional purpose, please contact us.

Disputes

In case of possible disputes, the same shall be attempted to be resolved amicably, within a reasonable period of time. In case that is not possible, competent for all disputes shall be the court with subject matter jurisdiction in Graz, Austria, EU.

Any use of the Service is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Service's availability at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

Open-source

The Services may be provided together with, or otherwise contain, certain open source software components ("Open Source Components") under their respective open source license agreements ("Open Source Licenses"). You acknowledge and agree to the terms and conditions in each such Open Source License and to comply with all such terms and conditions.

Representations and Warranties

You represent and warrant to Ruth ITS that you own all entered Data or have obtained all permissions, releases, rights or licenses required to engage in your posting and recruitments business activities in connection with the Services.

Your data and activities in connection with the Service do not and will not violate, infringe, or misappropriate any third party's copyright, trademark, patent right, right of privacy or publicity, or other

personal or proprietary rights, nor does your data contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing.

You are eighteen (18) years of age or older.

We May Monitor the Service

We, or service providers working with us, may monitor the Service provided to you for any legitimate business purpose, including to monitor compliance with these Terms of Service or to evaluate how the Service is being accessed and used. We will be the sole and final arbiter as to whether the Service is being misused or these Terms are being violated. If we believe you have violated these Terms (or any law) we may terminate your account and access to the Service.

Termination

You are free to stop using our Services anytime. We also reserve the right to suspend the Services anytime. We may suspend or terminate your use of Services if you're not complying with these Terms. We also reserve the right to terminate your account if you haven't actively used it for twelve (12) months. You will of course be notified via email before that happens.

Contact information

If you have any requests, questions or concerns about our privacy policy or about this document, please contact us:

hello@ruth.careers