



## TERMS OF USE

### SIVILIO.BY

#### 1. Terms used in this Agreement

1.1. *The Licensor* is **SIVILIOBEL** LIMITED LIABILITY COMPANY with office at AERODROMNAYA str. 119/4, 220007 MINSK, BELARUS, REG №: 193211340, which grants the right to use (a simple (non-exclusive) license) the SIVILIO.BY service on the terms and conditions stipulated by the Agreement.

1.2. *Licensee* - an individual or legal entity that has registered in the form established by the SIVILIO.BY service, to which the Licensor grants the right to use the SIVILIO.BY service in accordance with this Agreement.

1.3. *Service* - a program for maintaining vacancies and working with a resume database SIVILIO.BY the exclusive right to which belongs to the Licensor, consisting of specialized software designed for organizing the maintenance of a database of selected candidates received by the Licensee through Third Party Services, as well as obtained by the Licensee independently from other sources, hosted on the Licensor's software and hardware complex, accessed through the Sites <https://sivilio.by/>.

1.4. *Third-Party Services* - Internet sites offering services for posting resumes or containing data on potential Candidates, and other similar services (the specified list may be changed by the Licensor unilaterally).

1.5. *Candidate* - any person (including the user of the Third Party Service), information about which is posted on the Third Party Services or was obtained by the Licensee from other sources independently.

1.6. *Personal data* - last name, first name, patronymic, contact details, place of work and with the requirements of applicable law.

1.7. *Base of Candidates* - a set of information received by the Licensee using Third Party Services, in relation to Candidates, or obtained from other sources and added to the Service by the Licensee independently.

1.8. *Account* - an account, a structure of specific data, information, collectively related to a single element of a computer program and individualized by the credentials specified by the Licensee when registering on the Site.

1.9. *Credentials* - the email and password for accessing the Service provided by the Licensee when registering in the Service on the Site, or other data used by the Licensee to register in the Service (including when registering through Third Party Services).

1.10. *User* - an individual who accesses the Service as part of the use of the Licensee's Account. The User gains access to the Service after registering with the User Account Information in the Service. The number of users who have the right to access the Service is established by agreement of the parties. Licensee warrants that all users accessing to the Service using the Licensee's Account, received such access legally. All actions performed by users in the Service using User Account Information are deemed to be committed on behalf of the Licensee.

1.11. *User account information* - email and password for accessing the Service provided by the end users of the Licensee's Account. The User has the right to use his Account Information simultaneously on one device.

1.12. *Tariff plan* - a set of non-exclusive rights provided by the Licensor to use the Service. The composition of the Tariff Plan is determined by the current Price List located on the Site.

1.13. *Price List* - a document reflecting the pricing policy of the Licensor, the composition of the Tariff plans and the amount of the license fee for each of the Tariff plans. The Licensor places the current version of the Price List on the Sites. The Licensor has the right to change the Price List unilaterally at any time during the term of the Agreement. Such a change does not for the Licensee to recalculate (increase) the amount of the license fee for the already paid Tariff plan. At the same time, the coordination of financial conditions for the next period of using the Service is carried out on the basis of the Price List valid at the time of invoicing.

## **2. The procedure for granting the right to use the Service under this Agreement and its use**

2.1. The Licensor offers the Licensee, who has registered in the form offered by the Service, the right to use the service for organizing the maintenance of the Database of Candidates received by the Licensee through Third Party Services, as well as obtained by the Licensee independently from other sources. The scope of rights to use the Service and the available functionality is determined in accordance with the Tariff Plan chosen by the Licensee.

2.2. The right to use the Service specified in clause 2.1. of this Agreement may be provided to the Licensee on a reimbursable or non-reimbursable basis.

2.3. Completion of the registration form by the Licensee and expression of consent with the terms of this Agreement by clicking the "Get Started" button, "Register", "Login" or a similar button placed on the Service page with the registration form is an unconditional acceptance of the terms of this offer (acceptance).

2.4. This Agreement is concluded by accepting an offer in accordance with from clause 2.3. of this Agreement is valid in electronic form and does not require signing in the form of a single paper document.

2.5. A license agreement may be concluded, among other things, by sending an offer by the Licensor with individual conditions and acceptance of such an offer by the Licensee. The acceptance of such an offer is considered to be the performance by the Licensee of actions in any of the following ways (depending on which comes first):

- by making payment on the terms stipulated by the offer;
- by registering by the Licensee on the Licensor's website: filling out the registration form and agreeing to the terms of the User Agreement by clicking the "Get Started" button, "Register", "Login" or a similar button placed on the Service page with a registration form;
- by performing other actions specified in the User Agreement.

2.6. The Licensor has the right to change the terms of the Agreement and its integral parts without the consent of the Licensee. The Licensor notifies the Licensee of such changes by posting on the Service a new version of the Agreement or its integral part that has been changed. The Licensee undertakes to independently monitor changes in the User Agreement on the Licensor's website.

2.7. For the correct operation of the Service, the following requirements for the user's end device must be met:

- device type: IBM PC-compatible PCs, digital mobile devices;
- operating system type and version: Windows, MacOS no later than 2 latest versions, for digital mobile devices - iOS, Android no later than 2 latest versions;
- browser type and version: Google Chrome, Opera, Mozilla, Yandex Browser, Apple Safari for MacOS, Microsoft Edge (based on Chromium) - no later than the last 2 versions.

2.8. Unless otherwise agreed by the Parties, the Licensee has the right to use the Service on the territory of the World in the following ways:

- use remote access to the Service via the Internet, including providing its employees (users) with remote access to work with the Service;
- use the opportunity to upload information about Candidates to the Service, forming their own Candidate Databases;
- use the ability to manage information about Candidates uploaded and processed by the Licensee using the Service, communicate with Candidates through additional connected modules of the Service;
- use the Service in its commercial activities without the right to resell, rent, transfer the right to use the Service to third parties, or perform other actions in order to profit from the use of the Service by third parties, unless otherwise agreed in writing with the Licensor.

2.9. The Licensor ensures the operation of the Service. In the event that the Service is found to be inoperable, as well as errors in the operation of the Service, the Licensee sends a corresponding notification to the service for receiving technical requests (e-mail: [sivilio@sivilio.by](mailto:sivilio@sivilio.by)).

The Licensor processes requests received from the Licensee about errors and / or inoperability of the Service on weekdays (Monday-Friday) during business hours. Working hours are: from 09.00 to 19.00 Dubai time (GMT+4).

2.10. The Service is provided to the Licensee "as is". The Licensor makes no guarantees that the functionality of the Service will fully meet the expectations of the Licensee.

2.11. In case of extending the use of the Service (granting the right to use the Service for a new period), the Licensee is obliged to pay the license fee for the next period of using the Service no later than 5 (five) working days before the expiration date of the current license, unless otherwise provided by agreement of the Parties. If the Licensee violates the specified payment deadline, the Licensor shall not be liable for a possible interruption in access to the Service.

### **3. Use of Personal Data and Third Party Services**

3.1. The Licensee independently regulates its relations with Third Party Services used by the Licensee to obtain information about Candidates, including independently making payments for the use of Third Party Services.

3.2. The Licensor is not responsible for the Licensee's compliance with the rules for using Third Party Services and the information obtained through them.

3.3. The Licensor is not responsible for the Licensee's compliance with the rules for the use of Personal data and legislation in the field of the use of personal data, as well as for the use (distribution, depersonalization, blocking, destruction, search and presentation) of information about the Candidate and other publicly available Personal Data of the Candidate based on the Personal Data and information specified in the information about the Candidate.

3.4. The licensor is not responsible for the legality, reliability and the relevance of information (including information about Candidates) obtained by the Licensee using Third Party Services, as well as obtained by the Licensee independently from other sources. In case of claims of third parties against the Licensor related to the content of the information posted by the Licensee or the legality of the receipt and use of such information by the Licensee, the Licensee is obliged to independently resolve such claims.

3.5. The Licensor shall not be liable for the misuse of Candidates' Personal Data if such use was due to:

- provision by the Licensee of passwords or other information about the Service to third parties who are not registered users of the Service, or to other users who, in connection with, with the lack of registration in the Service or for other reasons do not have access to such information;
- violations of the information security of the Service;
- violation by the Licensee or counterpart of the Licensor of the terms of contracts for the use of the Candidate Database;
- interruptions in the operation of the Service, if such interruptions occurred due to the use of the Service for other purposes by third parties;
- technical failures in the software, computer networks and servers that occurred through no fault of the Licensor and beyond the control of the Licensor.

3.6. In the absence or termination of the Licensee's access to Third Party Services, the Licensor shall not be liable for the impossibility of obtaining data through the use of Third Party Services or updating existing ones from the Licensee of data previously obtained by him through the use of Third Party Services.

3.7. The Licensor is not a representative of Candidates, Third Party Services, or other persons providing information about Candidates. Licensor not responding under the obligations established between the Licensee and the persons specified in this paragraph.

3.8. Licensee acknowledges that, by accepting the terms of this Agreement, he provides access to the Service to his Personal Data on a voluntary basis, including providing his Personal Data for their processing by the Licensor on the terms provided for in the Regulations on the Privacy Policy of the Licensor.

3.9. The Licensor processes only those Personal Data of the Licensee that were posted by the Licensee on the Service. The Licensor processes the Personal Data of the Licensee through the software, hardware and technical means of the Service.

3.10. The Licensee is not entitled to transfer his credentials (password and other data used when registering on the Service) to third parties in order to avoid unauthorized access to the Service.

3.11. The Licensor has the right to technically block the use of the same User Account Information, if at the time of using the Account Information of any of the users in the Service another person starts using it. At the same time, the Licensor has the right to block, at its discretion, the Account Information of such a user or the Licensee's Account as a whole without prior notice.

3.12. In case of violation by the Licensee (its users) of the User Agreement or the terms of the Agreement, the Licensor has the right to demand the elimination of the violation, and if the violation is not eliminated within the period specified in the request, to block the user's access to the Service, and in the cases provided for by the Agreement, unilaterally and out of court to terminate this Agreement without compensating the Licensee for any expenses and damages, including the amount of the license fee paid.

3.13. In case of blocking the User Account Information, the Licensee has the right to send an unblocking request to the e-mail: [sivilio@sivilio.by](mailto:sivilio@sivilio.by) with a detailed description of the circumstances, which became the basis for blocking Accounting Information and the reason their occurrence. The Licensor, on the basis of the specified request, makes a decision to unblock Accounting Information or sends a refusal to satisfy the request within 3 (three) business days from the date of receipt of the request.

3.14. The licensor ensures the security of personal data during their processing in the information system. When processing personal data in information systems, the 3rd level of protection of personal data is established.

3.15. The Service and the Candidate Base are hosted on servers located on the territory of US, UK, Singapore & Australia. The Licensee is solely responsible for compliance with the applicable laws when hosting the Candidate Database in the territory of US, UK, Singapore & Australia, respectively.

#### **4. The procedure for paying a license fee**

4.1. The amount and procedure for paying the license fee is determined in accordance with this Agreement and the terms (Tariff plans) posted at: <https://sivilio.by>, unless otherwise provided by an additional agreement of the Parties.

4.2. Payment of the license fee under the Agreement is carried out by non-cash transfer of funds in the form of a 100% prepayment, unless a different payment procedure is provided by agreement of the Parties

4.3. The transfer of funds is made by any of the methods offered on the Service, including by bank transfer by both individuals and legal entities.

4.4. In case of delay in payment by the Licensee of the license fee (or part thereof), the Licensor has the right to suspend the Service by blocking the Licensee's account. Access to the Service may be resumed if the Licensee makes an appropriate payment to the Licensor.

4.5. Switching to another Tariff plan.

During the period of the paid License, the Licensee has the right to gain access to additional functionality of the Service (to expand the available functionality) by switching to a more expensive Tariff plan that includes such functionality.

The amount of additional license fee when switching to a more expensive Tariff plan is calculated as follows:

- The Licensee pays in addition the difference between the license fee established by the Tariff Plan at the time of the transition and the license fee established by the new Tariff Plan at the time of the transition, calculated in proportion to the number of months remaining until the expiration of the License;
- When calculating the license fee, an incomplete month of granting the License is taken as a full month.

4.6. Additional license.

During the term of the paid License, the Licensee has the right to request the granting of the right to use the Service for additional users ("Additional License").

The amount of the additional license fee is set by the Price List valid at the time of granting the Additional License, unless otherwise agreed by the Parties. When calculating the license fee, an incomplete month of granting the License is taken as a full month.

An additional license is granted to the Licensee subject to payment of an additional license fee within the terms and in the amount agreed by the Parties. If at the time of the request for an Additional License, the Licensee has a debt in paying the license fee, the Licensor has the right not to grant the Additional License to the Licensee until the Licensee fully repays the debt and pays the additional license fee.

#### **5. Responsibility of the Parties**



5.1. The Licensee is not entitled to use the following objects in any way without the prior written permission of the Licensor:

- design and program code of the Service;
- informational, graphic, audio, video, photo and other design and content of the Service made by the Licensor and posted by him on the Service (including those not visible without performing special (including illegal) actions).

5.2. Objects specified in clause 5.1. of this Agreement are the intellectual property of the Licensor or other copyright holders (in case the objects are used by the Licensor on the basis of agreements concluded with such copyright holders). The rights to such objects of intellectual property are not the subject of this Agreement.

5.3. The Licensee is solely responsible in accordance with applicable international law for his/her actions/omissions if such actions/omissions caused a violation of the Licensor's rights or were aimed at violating the Licensor's rights to intellectual property items specified in clause 5.1. present agreement. In case of violation by the Licensee of the provisions of clause 5.1. of this Agreement, the Licensor has the right to immediately terminate the Licensee's access to the Service.

5.4. The Licensor shall not be liable for non-fulfillment or improper fulfillment of obligations under the Agreement, as well as possible losses incurred, including, but not limited to, as a result of:

- illegal actions of the Licensee aimed at violating information security or the normal functioning of the Service;
- illegal actions of third parties aimed at violating information security and the normal functioning of the Service, if the Licensor was not able to foresee and prevent such actions and their consequences;
- absence (impossibility of establishment, termination, etc.) of Internet connections between the Licensee's server and the Service server;
- violations in the operation of the Service, if such violations were caused by errors in the code, computer viruses and other extraneous code fragments in the software of the Service;
- carrying out by public authorities, other authorized bodies, organizations or persons of operational-search activities;
- establishment by the state of such a procedure for regulating the economic activities of commercial organizations on the Internet, in which the fulfillment by the Licensor of the terms of this Agreement becomes difficult or impossible;
- other circumstances related to the actions or omissions of the Licensee or other persons, leading to a deterioration in the overall situation with the use of the Internet and / or computer equipment, compared to the one that existed at the time of the conclusion of the Agreement.

5.5. The Licensor is not responsible for the legality of the actions carried out by the Licensee in the Service under its credentials.

5.6. The Licensor is not responsible for the loss or corruption of data that occurred in the event that the Licensee violates the rules for using the Service established by this Agreement or the rules for using Third Party Services used to obtain information about Candidates by the Licensee.

5.7. The Licensor shall not be liable for losses caused to the Licensee as a result of disclosure of information about the Licensee to third parties, which occurred through no fault of the Licensor.

5.8. All actions performed by a person authorized on the Service using the Licensee's credentials will be considered as actions taken by that Licensee. The Licensee is solely responsible for all actions performed by him using the Service, as well as for all actions of other persons committed during authorization using the Licensee's credentials.

5.9. In case of violation by the Licensee of any provision of the User Agreement, or violation of the current legislation, the Licensor has the right to unilaterally and out of court terminate the license agreement by sending a written notice to the Licensee 15 (Fifteen) days prior to the date of termination of the Agreement without compensating the Licensee for any losses.

5.10. In case of violation by the Licensor of the assurances specified in clause 5.2. of the User Agreement, the Licensee has the right to unilaterally and out of court terminate the license agreement by sending a written notice to the Licensor 15 (Fifteen) days before the date of termination of the agreement without compensation for any losses.

5.11. In case of early termination of the license agreement for reasons not provided for in clause 5.10 of the User Agreement, the license fee paid by the Licensee is not refundable.

## 6. Final provisions

6.1. Disputes arising between the Licensee and the Licensor shall be settled through negotiations. In case of failure to reach an agreement through negotiations, the Parties use the claim procedure for resolving disputes in accordance with paragraphs. 6.2. — 6.7. present Agreement.

6.2. Claims of the Licensee are accepted and considered by the Licensor exclusively in writing and in the manner prescribed by this Agreement and the current international law.

6.3. The Licensee sends a claim to the Licensor by e-mail to the following address: [sivilio@sivilio.by](mailto:sivilio@sivilio.by)

The Licensee's claim must contain the following information:

- the nature of the claim;
- substantiation of the requirement;
- the credentials of the Licensee used by him when registering on the Service;
- other data of the Licensee allowing to identify it as an economic entity.

6.4. The Licensee's claim must also be sent in writing by mail.

6.5. The Licensor does not consider anonymous claims, claims sent in violation of the prescribed procedure, or in the absence of any of the information listed in clause 6.3 in the claim. of this Agreement, as well as claims, the content of which does not allow the identification of the Licensee.

6.6. Subject to the form of sending a claim and the conditions provided for in clause 6.3. of this Agreement, the Licensor considers the claim within 10 (Ten) working days from the date of its receipt by the Licensor and sends a response to the Licensee's claim to the e-mail address or postal address specified in the Licensee's claim received by the Licensor.

6.7. If it is impossible to resolve the dispute in a claim procedure, the dispute is subject to resolution in court in accordance with applicable law.

The address of the Licensor for sending correspondence by mail:



**SIVLIOBEL** LIMITED LIABILITY COMPANY with office at AERODROMNAYA str. 119/4, 220007 MINSK, BELARUS.

E-mail addresses of the Licensor for sending technical requests: [sivilio@sivilio.by](mailto:sivilio@sivilio.by).

Issues not regulated by the Agreement shall be resolved in accordance with the legislation of the accordance with international law.