

Visma EasyCruit – Terms of Service

Version:	1.1
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1. Introduction

These Terms of Service (TOS) govern your use of the EasyCruit solution and all thereto related Services provided by Visma. The Services are operated by the Visma Group, and provided to you by a Distributor of EasyCruit; you purchase a license to use EasyCruit through such distributor. The Visma Group is in the following referred to as “Visma”. The TOS apply between Visma and yourself, and detail Visma’s obligations towards you as a customer, and your obligations as a customer and end user of EasyCruit. The TOS use a number of capitalised terms, which are described in chapter 11 or in the text.

The TOS apply for all access to the EasyCruit Services, regardless of interface or integration used, including individual Services integrated with other software products from Visma. Certain parts of this TOS which specifically relate to interface or integration may not apply, depending on the interface or integration of the integrated Service.

If you do not agree with the TOS or do not have the necessary authority from your company to order and/or use EasyCruit, do not use EasyCruit, submit an order form or accept the TOS when presented. Accepted TOS constitute a binding agreement between your company and Visma, and is effective from the date you start using EasyCruit.

1.1. NOTIFICATIONS

General notices and information about EasyCruit will be delivered inside EasyCruit, on the login screen or the relevant webpage on www.EasyCruit.com, and shall be deemed notified when such posting has occurred. General notices are for example information about new features and planned maintenance.

Notifications are effective immediately unless specified otherwise in the notice.

Visma reserves the right to make changes to the TOS at any time, provided however that no such change shall have a material adverse effect on you as a customer or your use of EasyCruit. Visma shall provide the Distributor with at least 30 days written notice prior to any such notice coming into effect. The Distributor is responsible for communicating any changes to the TOS to you.

2. Subscription Agreement

- 2.1. All Services in EasyCruit are provided as Software as a Service (SaaS), where the Customer does not purchase a copy of the software on a physical media or similar but a subscription to the Services as they are made available online. Upon purchasing a subscription the Customer is granted access to and a right to use the Services as set forth in the TOS. All services in EasyCruit are subject to the TOS, including Services, Modules or features added or purchased at a later time.
- 2.2. The Customer is granted a limited, terminable, non-exclusive and non-transferable license to use the Services in accordance with the TOS solely for the Customer's own internal business purposes. Compliance with the TOS is a precondition for the right to use the Services. For clarification and without limiting the generality of the foregoing, "internal business purposes" means the Customer's own business processes such as their own recruitment or applicant tracking and shall under no circumstance be interpreted as allowing any third party to use the Services or allow the Customer to use the Services in a service bureau or similar setting (unless specifically licensed for such purpose) or to provide services by the use of the Services to a third party or any entity in which Customer owns less than 50%.
- 2.3. The Services are provided on an "as is" basis as standard services; licenses are not contingent on or tied to any particular version or functionality at any particular point in time, but allow access to and use of the Services as they are provided at any given time. Licences are neither contingent on the delivery of any future versions or functionality nor dependent on any publications, materials or comments regarding same made by or on behalf of Visma.
- 2.4. Visma reserves the right to make improvements, add, change or remove functionality, or correct any error or omission in any part of the Services at its sole discretion and without any obligation or liability accruing therefrom. Visma shall notify the Customer of any such changes upon minimum 14 days' prior written notice. Such notice will be provided in the EasyCruit solution.
- 2.5. Some parts of the Services may be subject to additional terms or restrictions (such as limitation on storage space or conditions for a free trial license) or require registration on websites. This is specified in the product- specific terms for the relevant Service.
- 2.6. The Customer does not have the right to transfer any license for the Services to any other entity whatsoever, in whole or in part, under any circumstance (including but not restricted to mergers and demergers, bankruptcy, change of ownership or control or to affiliates) without prior written authorisation from Visma.
- 2.7. The TOS constitute the entire agreement between the Customer and Visma regarding use of the Services. **The purchase of any additional products or services that may be related to installation, implementation and support of EasyCruit Services is not covered by the TOS, and in no event shall a default in performance of such additional products or services have any effect on the agreement regarding EasyCruit Services.**

3. Right of Use

- 3.1. Once the Customer has purchased a subscription to Services and accepted the TOS, the Customer will be granted a right to use the Services on the terms set forth herein.
- 3.2. The Customer acknowledges that its internal users ("Users") given access to the Services in accordance with the TOS are authorised to grant Visma's support personnel access to the Customer's Accounts for the Services should this be required in support cases or otherwise requested by such User.
- 3.3. User accounts, including Administrators and additional Primary Contacts, are created and administered by the Customer. User accounts may not be shared or used by more than one User, but may be freely reassigned by the Customer. Each User is responsible for the confidentiality and accuracy of login and other account information. The Customer and/or Users must inform Visma immediately of any unauthorised use of login details.

- 3.4. Users shall not transfer viruses, worms or harmful code of any kind to the Services or by using the Services. The Services may not be used for any illegal or unauthorised purpose. Users shall not violate any laws in the relevant jurisdiction(s), including but not limited to copyright laws or transfer any offensive, threatening, libellous, defamatory or otherwise objectionable data to the Services. Users are obligated to immediately report such Data to Visma by email.

4. Data Processing and Privacy

Data processing of Customer's Data

- 4.1. Visma has entered into a data processing agreement with the Distributor, pursuant to which Visma processes data on behalf of the Distributor. If the Customer intends to process personal data utilising the Services then the Customer is responsible for entering into a data processing agreement with the Distributor. The Customer hereby acknowledges that any enquiries and/or claims regarding data processing related to the use of the Services shall be submitted to the Distributor.

Collection of information

- 4.2. Visma collects and uses certain information supplied by the Customer and its Users using the Service. This information may include:
- Contact information such as name, email address and telephone number;
 - Other information such as User name, passwords and User preferences.
- 4.3. Visma may also collect and use information using automated data collection tools such as embedded web links and cookies on the EasyCruit web pages or in certain emails sent from EasyCruit to the User. Such information may include:
- Traffic information as provided by the User's web browser to the website, such as browser type and language and the address of the website from which the User arrived, and other traffic information such as IP address;
 - "Clickstream" behaviour, such as which links the User clicks and when. For example, Visma may log when a User clicks a "click to accept" link for the TOS in an email sent from the Service.
- 4.4. If a User makes a post, comment or similar on any public forum on any EasyCruit webpage, including social network pages, blog or similar, such information can be read and used by anyone with access to the Internet and used for purposes over which neither Visma nor the User has control. Visma is not responsible for any information submitted by Users on such forums.

Use of certain information

- 4.5. Visma collects the information described above for purposes of improving the Service and its web pages, such as:
- Usage- and traffic analysis for providing stable and fast Services by identifying for instance traffic peaks or allowing personal preference settings in the Services;
 - Detect and prevent security threats and perform maintenance such as debugging;
 - Provide support, conducting surveys;
 - Improve the layout and content of our web pages and measure the performance of marketing efforts;
 - Marketing purposes and deciding which information to display to a User (for example not to show offers for Services already subscribed to);
 - Allow for User personal preferences, such as language, to be stored between sessions.

Visma is allowed to share such information with its Partners or other companies in the Visma Group.

Visma will not post any comment, testimonial or similar made by an individual User without his or her prior consent.

Security of information

- 4.6. Except as otherwise provided herein, Visma will not sell, rent, lease or otherwise make collected information or Data available to third parties except in the following or similar situations:
- to comply with any law, regulation or directive, or to respond to a legally binding request by governmental authorities or the police, such as a court order, warrant or subpoena;
 - to investigate or prevent security threats or fraud;

- in the event of a reorganisation, merger, sale or purchase of Visma or part or whole of the Visma Group, personal information may be disclosed as part of the reorganisation or merger to other companies in the Visma Group, or to actual or prospective purchasers. Visma will in all such cases ensure that any such parties observe the obligations set forth herein, and obtain receipts for any disclosure.

5. Termination and Suspension

- 5.1. Visma can terminate the Customer's Accounts and/or withdraw the Customer's rights to utilise the Services with immediate effect if the Customer breaches any of his obligations under the TOS, or if it becomes clear that the Customer is going to materially breach the TOS. Visma can suspend the Customers' Accounts if a breach of any of the Customer's obligations under TOS is suspected on reasonable grounds until such time as matter is resolved upon prior notification to the Customer.
- 5.2. Visma reserves the right to wholly discontinue any Service, or its availability in a particular market, on 12 months prior notice or in the event of force majeure with as much notice as reasonably possible.
- 5.3. Visma is not liable for any direct, indirect or consequential losses or damages, including loss of data, production, revenue and profit or third party claims that may arise as a result of suspension or termination.
- 5.4. When the Services, including Users and Modules, are terminated, all Data and copies thereof will be deleted from Visma's servers within 90 days. A written request for the return of data stored in the Visma database will be executed (with no charge) in either CSV or XML format. This request must be received within 60 business days of the termination of the Services.
- 5.5. The Parties agree not to bring any claims arising out of in connection with the TOS when more than one year has passed after its termination.

6. Intellectual Property Rights

- 6.1. Visma Group – or its licensors – is the sole owner of all intellectual property rights ("IPR") to the Services. IPR includes but is not restricted to copyright, patents, trademarks, trade names, design and product design, source code, databases, business plans and know-how, whether registered or not. All documentation, including manuals, user guides and other written, electronic or non-electronic, accounts of how the Services are set up and used ("Documentation") is considered part of the Services and is subject to the same restrictions. All copyright, trademarks, registered trademarks, product names, company names or logos mentioned in the Services or in connection with the Services are the property of their respective owners.
- 6.2. Visma claims no intellectual property rights or ownership of any kind for any Data owned by the Customer and transferred to the Services.
- 6.3. Where software from a third party is supplied by Visma as part of or in connection with the Services, the software is subject to the TOS unless separate or additional licensing conditions have been supplied with the software.
- 6.4. If the Customer infringes upon Visma's or a third party's IPR or uses the Services in a manner not authorised by the TOS, the Customer shall as a default minimum pay to Visma a fee that is equivalent to the subscription fees which Customer has paid to the Distributor for the Services during the past 5 years, or the equivalent of 5 year's subscription fees for his current licenses, whichever is greater. The Customer acknowledges that Visma may suffer irreparable harm if its IPR is impaired or infringed, and that Visma or its licensors shall have the right to take all reasonable steps to protect its proprietary and commercial interests, including any remedy as may be available at law. The same shall apply if the Customer has, or has attempted to, acquire information or data to which it is not entitled to according to the TOS.

7. No Warranty

- 7.1. The Service is provided on an "as is" basis and neither Visma nor any of its licensors offer any warranty, express or implied, except as expressly set forth herein, including without limitation warranties of title, non-infringement, merchantability, fitness for a particular purpose or system

integration capability. No claims other than those specifically contained in the TOS have been made with respect to the Services, and the Customer shall not rely on any claims not expressly set out in the TOS.

- 7.2. Links to websites not owned or controlled by Visma which appear in the Service or associated webpages or Documentation is provided for convenience only. Visma is not responsible for such websites.
- 7.3. A judicial determination that any provision of the TOS is invalid in whole or in part shall not affect the enforceability of other provisions. In the event of such a determination, the relevant provision is replaced with a provision which, as far as possible, accomplishes the purpose of the original provision.

8. Limitation of Liability

- 8.1. Visma is not in any way liable for the content or ownership of the Data.
- 8.2. Visma shall not be liable to you or any other party for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the Services, its use or otherwise, except to the extent that such liability may not be lawfully excluded under the applicable law.
- 8.3. Notwithstanding the generality of the limitations above, Visma expressly excludes liability for any indirect, special, incidental or consequential loss or damage which may arise in respect of the software howsoever caused, even if advised of the possibility of such damages.
- 8.4. In the event Visma incurs any liability whatsoever, such liability is limited to the equivalent to one year (12 months) subscription fee.

9. Governing Law

- 9.1. The rights and obligations of the Parties shall in their entirety be governed by Norwegian law. If a dispute arises in connection with the TOS, the parties shall attempt to resolve the dispute through amicable negotiations. If the dispute cannot be resolved in this way, it shall be referred to the ordinary courts of law with the Oslo city court as the exclusive venue.
- 9.2. In cases of doubt over interpretation between the TOS in English and Norwegian, English shall take precedence.

10. Definitions

Here you'll find definitions of terms which are not defined in the text:

Term	Definition
Service or Services	The Software application(s) from Visma delivered as a service through a web browser or otherwise as online data services, including Modules, free trials, demo versions and any offline components and online registration forms or pages connected to the Service. All Services are made available through the EasyCruit platform.
Module or Modules	Separate functional packages for EasyCruit which may be ordered separately.
Parties	Collective term referring to both the Customer and Visma
Visma	A company in the Visma group of companies
Distributor	The Visma Group company that is a party in the agreement with the customer.
Partner	A reseller certified by Visma. All Partners carry the official Visma Partner logo.
Customer	An entity ordering the Services through a Distributor.
Customer's Accounts	Collective term meaning all the Customer's Users, Data and other information pertaining to the Customer's use of and access to EasyCruit Services.
Data	Any and all data transferred by the Customer to the Service when using the Services.

11. Change Log

Version:		
Last changed:	27.06.2016	Version 1.0
Last changed:	21.11.2016	Version 1.1 Removed by Ellen Snedal, Product Manager: 4.4 Visma may also use information from public or commercially available sources and combine such information with information Visma collects, such as comparing a collected IP address with a geographic map service to derive the Customer's general location.