

# Terms of Use

## **Article 1: General**

1.1. The website [www.checkhub.io](http://www.checkhub.io) and its subdomains (hereinafter the “Platform”) are managed by and are property of CheckHub Sprl, with registered offices at Parvis Sainte-Gudule 5, 1000 Brussels, a company listed in the Belgian Trade and Companies Register under number 0643.862.739 (hereinafter “CheckHub”).

1.2. In case of questions, complaints and/or remarks with regard to the Platform, you can always turn to CheckHub via email to the following email address: [hello@checkhub.io](mailto:hello@checkhub.io).

1.3. CHECKHUB reserves the right to modify these Terms of Use at all times, without any prior warning, in order to comply with the (changing) legal obligations or to improve its services for you. Any modified version of these Terms of Use shall be deemed to have been applicable as from the first date of publication on the Platform. We advise you to regularly consult the Platform.

1.4. Using the Platform implies that the “User” of the Platform (collectively referring to the Recruiters and Candidates as defined hereafter) agrees entirely and irrevocably with the conditions and guidelines for the use of the Platform contained in the present Terms of Use, as well as any other legal document mentioned on this Platform.

## **Article 2: Description of the Platform**

2.1. The Platform envisages to facilitate the recruitment process of individuals. It offers the recruiting entities (i.e. employees or recruiting agencies) (hereinafter the “Recruiters”), in the framework of a recruiting process, services such as: the opportunity to collect relevant documents relating to the recruited individual (hereinafter the “Candidate”), to verify the accuracy of the information contained therein, to store these documents, to provide reports to the Recruiters, ...

2.2. Each Recruiter shall have its own user area allowing it to create profiles for its Candidates. Subsequently, the Recruiter shall send the Candidate’s details to CHECKHUB who will contact the concerning Candidate via mail and texts. The latter shall receive from CHECKHUB its personal login details to access the Platform and upload the documents CHECKHUB requests on behalf of the Recruiter. Depending on the type of position for which the Candidate has been selected by the Recruiter, the documents can include for example: a copy of the identity card, driving licence, diplomas, bank cards, work permits, ... Given the sensitivity of certain documents, additional information with respect to the envisaged use shall be provided to the Candidate and an additional (explicit) consent for the use hereof shall be requested where required by statutory provisions.

2.3. The Candidate shall be able to upload the documents via its PC, tablet or smartphone.

2.4. The Recruiter shall have access, via its dedicated user area, to all information and documents uploaded by its Candidates. The Recruiter will be able to filter and view the documents by document type or by customer (in case the Recruiter would be a recruiting agency). Depending on the status, the process of the document collection shall be marked as: “TO DO”, “PENDING” or “DONE”.

2.5. The Candidate shall only have access to the information and documents it uploaded on the Platform ensuring consequently the strict confidentiality of the information and documents it provided on the Platform.

2.6. The Candidate understands that the accuracy of the information and documents uploaded on the Platform is of utmost importance. Therefore, the Candidate represents and warrants that the information and documents provided on the Platform are true and accurate.

2.7. CHECKHUB uses its best efforts to verify and confirm the validity of the documents uploaded to the Platform using technologies such as Optical Character Recognition (OCR) and Document Layout Analysis.

2.8. The Candidate accepts to receive reminders from CHECKHUB per texts, emails and by phone in view of collecting all the documents requested by the Recruiter. All communication channels are free of charge for the candidates.

### **Article 3: Intellectual Property Rights**

3.1. All components of the Platform (including but not limited to the used software, source codes, layout, text, logos, photographs, drawings, images, sound, databases, names, trademarks and domain names) are works protected by copyright and / or other intellectual property rights including trademarks.

3.2. All relevant property rights, including intellectual property rights (copyright, trademarks, database rights, design rights, etc.) belong to CHECKHUB or are included on the Platform with the authorization of the owner of the relevant rights.

3.3. CHECKHUB hereby grants the Users a non-exclusive, revocable, non-transferable, non-sublicensable license to use the Platform for their use in accordance with these Terms of Use during the term of the Recruiter's subscription. CHECKHUB reserves the right to amend, withdraw or terminate the services via the Platform, at any time and for any reason. Upon such withdrawal or termination, the rights and licenses granted to the Recruiters and Candidates shall terminate and they will be obliged to cease all use of the Platform.

3.4. No component of the Platform itself, nor the data and information provided on the Platform may be stored (other than required in order to use the Platform), or reproduced, modified, translated, rendered public, distributed, rented out, sold, transferred to others or in any way used without the prior written authorization of CHECKHUB.

### **Article 4: Liability**

4.1. CHECKHUB is careful to provide information that is as accurate as possible but cannot guarantee the complete accuracy, completeness or suitability of the information on the Platform and cannot be held liable for this. This applies to the information that has been posted on the Platform by CHECKHUB as well as to the information from other parties. 'Information' shall mean everything that can be found on the Platform, including text, images, data, etc.

4.2. CHECKHUB is not liable for any decision or action that would be taken by the Users on the basis of information provided on the Platform, nor is it responsible for any errors or mistakes of the Users based on the information on the Platform.

4.3. CHECKHUB is not liable for direct or indirect damages that could be caused by inaccuracy, incompleteness, inadequacy, forgetfulness or neglect in providing, composing, drawing, writing and interpreting the information on the Platform.

4.4. CHECKHUB is not liable for any permanent or temporary damage or defaults of the computer equipment or data from the User during or after the use of the Platform. In particular, CHECKHUB cannot be held liable for the possible transmission of viruses, trojans and such via the Platform.

4.5. CHECKHUB is not liable for links to websites, platforms or applications operated by others, or for the damage caused in the course of a visit to such websites, platforms or applications. CHECKHUB has no control over such websites and cannot be held liable for the content displayed thereon.

4.6. CHECKHUB is not liable for any failure resulting from (i) operating system modifications, changes or updates applied by the Users; (ii) the use or combination of the Platform with any other software or hardware not supported by CHECKHUB; (iii) causes external to the Platform, such as problems with the hardware, network or other infrastructure with which the Platform is used; (iv) unauthorized or improper use of the Platform; or (v) any modification of the Platform by anyone other than CHECKHUB.

4.7. For the realization of the Platform, CHECKHUB is using, to the reasonably largest extent, the most modern available techniques. However, CHECKHUB cannot be held responsible for the (temporary) failure or any malfunctioning or maintenance work on - or of - the Platform. CHECKHUB can therefore not accept any responsibility whatsoever for unavailability of the Platform, or any difficulty or inability to download or access content or any other communication system failure which may result in the Platform being unavailable. CHECKHUB will also not be responsible for any support or maintenance for the Platform.

4.8. To the extent permitted by law, CHECKHUB's overall cumulative liability, shall in any case be limited to the subscription fees received by CHECKHUB from the Recruiter during the last six (6) months prior to the damaging act presumably attributable to CHECKHUB.

#### **Article 5: Privacy**

5.1. Given the evolution of the privacy legislation, CHECKHUB reserves the right to change its Privacy Policy at any moment. Consequently, CHECKHUB advises the Users to verify on a regular basis on the Platform whether changes have been made to the Privacy Policy.

5.2. When processing the Candidate's personal data for the purpose of the services provided on the Platform, CHECKHUB acts as a processor while the Recruiter shall remain the controller.

#### **Article 6: Waiver**

The lack of enforcement by CHECKHUB of any provision of these Terms of Use or not undertaking any action with respect to a User of the Platform in the event of a possible breach of any provision, cannot be interpreted as a waiver of claim or right in respect of any provision in the context of a possible future infringement by a User.

#### **Article 7: Severability**

If any provision of these Terms of Use should be considered wholly or partly illegal, invalid or unenforceable under applicable law, that provision will no longer be part of these Terms of use. The legality, validity and binding nature of the other provisions of these Terms of Use shall remain unaffected.

#### **Article 8: Competent Court and Applicable Law**

8.1. These Terms of Use shall be governed by - and construed in accordance with - the Belgian legislation.

8.2. The competent courts for disputes regarding these Terms of Use will be the courts of Brussels, French-speaking section, unless otherwise imposed by mandatory statutory provisions.