

TERMS AND CONDITIONS

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1. Terms and Condition

1.1. The present terms and conditions of use of the CV Pro OÜ webpage (hereinafter referred to as the **Webpage or Web Environment**) (hereinafter referred to as the Terms and Conditions of Use) regulate legal relations arising between the registered Users of the website **cvpro.ee** and its subpages (hereinafter referred to as the Portal), a Client (hereinafter referred to as a **User and a Client**), a Service Provider (hereinafter referred to as a Service Provider) and the Company CV Pro OÜ (registry code 16357218), location Tallinn, Estonia e-mail: office@cvpro.ee, hereinafter referred to as the **Portal Holder/Company**), arising from using the Portal.

1.2. The Portal Holder reserves the right to introduce changes and amendments into the Terms and Conditions of Use or to establish additional terms and conditions. The changes and amendments mentioned above shall come into effect from the moment after the Portal Holder has published new terms and conditions on the Portal.

1.3. By using the Portal, a User, a Client, and a Service Provider confirm that they have familiarized themselves with the Terms and Conditions of Use, understood them and agree to follow them.

1.4. In order accept and agree to the terms and conditions, a User and/or a Client must put a tick next to the field **agree with Terms and Conditions** and **Privacy Policy** and press **Continue**.

Definitions:

- **A User** is a legal or natural person using the Webpage that uses the web environment.
- **A Client** is a natural person that has joined the Web Environment himself/herself or has been added by an administrator and has a personal account.
- **A Service Provider** is a legal entity/Employer that process personal data of job seekers (web user) in the course of using the Web Environment and the Services (**Data**).
- **The Portal Holder** is a legal entity that offers technical support and services via the Web Environment **cvpro.ee**.
- **Baltic Media Network OÜ** is a legal entity that owns all copyright related to the Web Environment and the products/creations/pieces of work published in it as well as the rights related to copyright (including the rights of a database creator).
- **A Service** is any kind of service provided and rendered by a Service Provider to a Client. You can familiarize yourself with the services and the rates offered by a Service Provider on the webpage **cvpro.ee**
- **The Price List** (prices determined by a Service Provider) is the list of prices published in the Web Environment, which contains the prices for the services that are being provided.
- **A User Account** is the personal account in the Web Environment that belongs to a User.
- **Terms and Conditions** are the Terms and Conditions of Use, the Price Lists, the Privacy Policy, and/or other terms and conditions established by the Portal Holder.

2. The Service and the Prices Offered by the Portal Holder

2.1. The Portal Holder enables the Users of the Portal and/or registered Clients as well as Service Providers to use the Webpage for its intended purposes, first and foremost, to familiarize themselves with the offers of Service Providers (an Employer) and/or Job Seekers (an Employee), to effect transactions and enter into the contracts for service provision. The Portal Holder has a sole right, without prior notice, to make changes in the options, terms and conditions of/for using the Portal, including to restrict and add the options for using the Portal.

2.2. A User, a Client, and/or a Service Provider shall pay for all of the expenses related to using the Portal, in accordance with the price list published on the Webpage.

3. Paying for the Services and Performance of Monetary Obligations via the Account of a Client

3.1. The performance of monetary obligations that have emerged as a result of all of the transactions effected by means of the Portal and on the basis of the Terms and Conditions of Use shall take place by means of the account of a Client, unless otherwise has been stated in the Terms and Conditions of Use or in the agreement between the Parties. It is not possible to perform other monetary obligations or make payments by means of the account of the Client.

3.2. The User of an account (the Client) gives an irrevocable commission to the Portal Holder when expressing one's will on the webpage, opening an account, and accepting the terms and conditions, and no other additional expressions of will are required for that, to make relevant enquiries via the account of the Client, publish job adverts with the relevant purpose (job search).

4. Placing an Order and Using Web Environment

4.1. In order to place the order, log into the system, i.e. authenticate yourself by e-mail and create your personal account, following the guidelines on the Web Portal.

4.2. Using the Web Environment is free for a User/Service Provider, except for the cases when otherwise has been agreed upon in the Terms and Conditions of Use or the Terms and Conditions of a Service. The amount of fee payable for the Service shall be agreed upon in the Contract, and if there is no agreement concerning payment, parties should proceed from the price list published in the Web Environment.

4.3. **User/Client and/or a Service Provider** affirms its consent to these Terms of Use by clicking 'Continue' during the registration/login process on the cvpro.ee web platform.

4.4. When placing the order, a **Client and/or a Service Provider** undertake to submit correct data (personal data, contact details, documents, etc.). The Portal Holder shall not be held liable for the consequences arising from incorrect data submitted by a Client.

4.5. If the service is provided for a fee, a Client/Service Provider are vested in with the obligation to pay for the Service upon placing an order or using it. A Client and/or Service Provider should pay for the Service in full amount, in accordance with the terms and conditions that are listed in invoices for relevant services, and the Company does not make refunds even if the Client/Service Provider decide to refuse from using the Service he or she has ordered partially or in full.

4.6. The Web Environment of the Company is just a technical solution, which enables job seekers to publish their CVs or job search adverts, while employers can use it to publish their job adverts, and job seekers may send their job applications. The Company does not take part in negotiations between a User (a job seeker) and a Service Provider (a job offerer), and neither does it function as a mediator in the course of conclusion of the contract or as a party to a contract entered into between the parties or can be held liable for the performance of the contracts entered into via the Web Environment. The usage of the Web Environment or the Services does not provide or guarantee that a User will find a job or a suitable employee.

4.7. The Company shall not be held liable for the data or documents entered into the Web Environment (including the pieces of work). Only a User/Client and/or Service Provider shall be held liable for the data, documents, logos, images, etc. entered by the Client and/or Service Provider as well as for their correctness and eligibility/relevance. A User/Client and/or a Service Provider have the right to enter only such data, documents, images etc, that are correct/authentic and do not violate the rights (including copyright, intellectual, or property rights) or interests of the Company or any third party.

4.8. The Company shall do its best in order to ensure consistent availability or usage of the Web Environment. And still the Company shall not be held liable for any interruptions in the functioning of the Web Environment or the damage caused by such interruptions.

5. Prerequisites for Service Provision and Access to Personal Data

5.1. Upon the conclusion of the Contract and agreeing to the Terms and Conditions of Use, a person that wants to use the services (a Client) must:

- submit to the Portal Holder all necessary and required data and documents;
- familiarize oneself with the documents concerning service provision on the homepage of CV Pro OÜ, which serve as an inseparable part of the contract and the references to which are included into the contract.

5.2. In order to create an account, a Client or a Service Provider must log into the subsection "My account". The account is protected and can only be accessed by a User via the User's e-mail. After logging into "My account", you will see the data saved in the account as well as the information available in accordance with the rules established by the Portal Holder. **A User/Service Provider** are responsible for managing the access.

5.3. CV Pro OÜ can pre-create a legal entity page on the portal for publishing vacancies of this legal entity and receiving applications from Clients, in case this legal entity utilizes the services of the **The Portal Holder's** partner (for example, Eesti Töötukassa). **A Service Provider's** account will be fully activated upon logging in and agreeing to the Terms and Conditions use and Privacy policy.

5.3. The Company reserves the right to remove from its databases any kind of information that contains illegal or improper contents, from its point of view. We respect the choices you make in "My account" subsection concerning sharing data and making it visible. The Portal Holder may at any moment in time and without prior notice make any kind of changes in the Web Environment, including restrict access to the data or documents of a User/Service Provider, make changes in the contents and scope of the Services offered to the User/Service Provider, restrict the usage of the Services, etc.

5.4. A User has an opportunity, at any moment in time, to deactivate the profile, make it anonymous, or forbid adding it to the list of search results.

5.5. If you have any questions regarding the usage of the account or the Terms and Conditions or if you wish to delete your account for good, send us an e-mail at office@cvpro.ee (technical support). Our specialists respond to all technical questions after identifying the client and the account.

5.6. The user account of a Client is personal, and only the User has a sole right for using the account. A Client must not enable other people to use his or her User account.

5.7. A Client must submit correct and authentic data to the Portal Holder and monitor consistently that the data submitted is relevant. A Client is responsible for the correctness of submitted data.

6. Privacy Policy

6.1. The Portal Holder has undertaken an obligation to protect the privacy of clients. The Privacy Policy of the Portal Holder contains the principles of the Portal Holder that deal with the collection of customer data, its usage, disclosure, transfer, and storage. The activities of the Portal Holder on the internet conform to all relevant activities as well as the relevant legal acts of the European Union and the Republic of Estonia.

6.2. Personal data is the data that is connected with a private party directly or indirectly, which is collected and processed by the Portal Holder for the purpose of performance of the Contract or in order to get in touch with a person and to perform the obligations arising from legal acts.

6.3. The employees of the Portal Holder deal with personal data. The Portal Holder shall use personal information of a Client for the purpose of performance of its obligations, including sending replies to the enquiries submitted by state institutions within the frames of the requirements established by legislation and your identification when you get in touch with us as well as to verify the correctness of the data we have about you.

6.4. As a rule, in order to provide the Services, the Company may share or collect customer data from the following parties:

- Service Providers - legal entities and their subsidiaries;
- third parties-payment service providers if the Company has an obligation arising from law and/or contract to ensure the access to customer data to such parties;
- credit and financing institutions, third parties that take part in service provision.
- other parties related to service provision to the Company, such as IT, web accommodation, cloud data processing, archiving, and postal service providers, the providers of services to be provided to clients if a client orders e-invoices for such services, sellers, and other authorized persons that are related to service provision.

The Company may transfer customer data to the accepting parties listed above only to the extent that is required in order to achieve the goal of a specific processing procedure.

6.5. The accepting party (the Company) may process customer data as an authorized processor of the Company or an independent responsible processor. If the accepting party processes customer data as an independent responsible processor, it must notify a client about the processing of his or her data. Whenever required, a client may turn to the accepting party on his or her own in order to obtain relevant information.

6.6. Customer data may not be processed for longer than it is required for the purpose of achieving the goal of processing customer data, or if it is required in order to perform the obligations arising from legal acts. For example, after the end of contractual relations and the expiry of data storage obligation, the Company may save customer data for the purpose of preparing claims, their submission or defence on the basis of legitimate interest of the Company.

6.7. A Client may change data, confirmations, and choices in the online environment. The right for protection of customer data is not absolute. The Company shall provide clients with the information that the Company is permitted to share with a client as a data subject, with due consideration of the fact that the right of access must not damage the rights of other people, including copyright protecting a business secret or intellectual property, and, first and foremost, the software.

7. Copyright and Other Intellectual Property Rights

7.1. All of the copyright related to the Web Environment and the pieces of work published in it as well as the rights that accompany such copyright (including the rights for creating a database) belong to Baltic Media Network OÜ (registry code: 14548730).

7.2. If the Parties have not agreed otherwise in writing, all of the transferrable intellectual property rights that have been provided by a Client/Service Provider in the course of service provision, shall be transferred to the Portal Holder completely and irrevocably. A Client and/or Service Provider waive to the Portal Holder without any charge all property rights to any kind of data, documents, or other pieces of work that the Portal Holder enters into the Web Environment. A Service Provider has the right to use, change relevant data and transfer relevant rights as a whole or partially to third parties without any obstacles or an obligation to pay any kind of compensation to a User and/or a Service Provider.

8. Liability and Obligations of the Parties

8.1. A User/Client and a Service Provider understand and confirm that upon service provision the parties of a transaction are a Client and a Service Provider.

8.2. The Portal Holder shall not be held liable for the performance of the obligations arising from the contract entered into between a Service Provider and a Client.

8.3. The Portal Holder shall not be held liable for the damage done to a Client in the course of using a Service (e.g.: injuries, medical expenses, shipping/delivery expenses, legal dispute costs, expenses related to claims involving copyright or intellectual property, etc.) as well as for property damage (e.g.: loss or theft of personal belongings or intellectual property).

8.4. A User/Client and a Service Provider must submit true/authentic data to the Portal Holder and make sure on a regular basis that the submitted data is correct.

8.5. The Portal Holder shall not be held liable for the information, opinions, or any other contents published on the webpages that belong to third parties, to which the Portal provides direct or indirect references, or the references to which are published on the Portal.

8.6. The Portal Holder shall not be held liable to other Users or third parties if a Client or a Service Provider violate an obligation established in the Terms and Conditions of Use, other contract entered into with the Portal Holder, a legal act, or a contract entered into between Clients. The Portal Holder shall be held liable for the performance of the obligations arising from the transaction effected by means of the Portal only if the Portal Holder is one of the parties to the specific transaction.

9. Other Terms and Conditions

9.1. With regard to the questions that are not regulated by the Terms and Conditions of Use the valid legal acts of the Republic of Estonia shall apply to using the Portal. If any of the clauses of the Terms and Conditions of Use turns out to be invalid due to the fact that it contradicts the law, it shall not have any effect on the validity of other clauses.

9.2. Disagreements and disputes arising from the performance of the Terms and Conditions of Use shall be resolved by the parties, first and foremost, by way of negotiations. The Portal Holder may on a unilateral basis establish the procedure for the out-of-court settlement of a dispute. If it is not possible to resolve a dispute by means of negotiations, the dispute shall be resolved in Harju County Court.

9.3. The notifications sent to the mailbox in the account of a Client and/or a Service Provider shall be regarded as having been received 24 hours after they have been sent.

10. Term of Validity of the Terms and Conditions of Use and Amendments in Them

10.1. The Company has the right, on a unilateral basis, to make changes in the relevant principles in accordance with legal acts, notifying the clients about such changes on the webpage of the Company or by e-mail no later than one month before any such changes may come into effect. The Terms and Conditions of Use have been prepared in Estonian and translated into English and Russian languages. If any kind of disputes arise, the version of the text of the principles in the Estonian language will have a binding effect.

10.2. The Terms and Conditions of Use shall come into effect on 01.03.2023, and their latest version is available on the webpage: cvpro.ee

11. Contact us!

If you have any enquiries, questions, comments, or problems related to our Privacy Policy and/or the Terms and Conditions, send us an e-mail at: office@cvpro.ee.