



# General Terms and Conditions

Talentwise (Refapp) undertakes, for the duration of the Agreement, to provide the Refapp Services to the Customer in accordance with the terms of this Agreement.

## 1. Background

- 1.1. These general terms and conditions (the “General Terms and Conditions” or “GTC”) govern the terms applicable to the services provided by Talentwise Ltd, an Irish private limited company (“Talentwise”), including, without limitation, Refapp Reference Checks and, where separately agreed, Refapp Background Checks (the “Services”), when provided to a customer (the “Customer”). Talentwise and the Customer are jointly referred to as the “Parties” and individually as a “Party.”
- 1.2. The GTC apply to all Services, unless otherwise specified in the applicable Service Agreement or addendum. In the event of a trial period, the GTC shall apply only to the extent relevant.
- 1.3. The GTC form an integral part of the agreement entered into between Talentwise and the Customer (the “Agreement”). These GTC, together with the Service Agreement and any other schedules to the GTC or the Service Agreement, as well as any supplementary agreements between the Parties regarding pricing models and fees for the Services, are collectively referred to below as the “Agreement.”
- 1.4. The GTC apply, where relevant, also to individuals representing the Customer and/or who have been granted authorization to access the Customer’s account for the Services (“Users”).

## 2. Provision of the Services

- 2.1. The Services are provided through Talentwise’s web-based platform, which enables the Customer to conduct reference checks and/or, when specifically requested, order background check reports. Use of the Services requires login by the Customer’s Users. The Services are delivered as a



cloud-based service, including functionality, operations, continuous updates (such as bug fixes and improvements to existing functionality), and support.

- 2.2. Talentwise grants the Customer a non-exclusive, time-limited, non-transferable right to use the Services for the Customer's internal business operations in accordance with the Agreement.
- 2.3. Further information regarding the functionality of the Services is available in the more detailed descriptions published from time to time at [support.refapp.se](https://support.refapp.se)
- 2.4. The Services shall be deemed delivered when Talentwise has connected the Services to the internet and provided the Customer with an administrator account.
- 2.5. New add-on services developed within the Services may be offered to the Customer and ordered by the Customer by entering into a separate addendum governing such services and their pricing.
- 2.6. The Customer will form part of Talentwise's customer network and may contribute to the further development of the Services. Talentwise will continuously engage with its customers to collect feedback on improvements, new functionality, and similar matters, which may serve as input for the ongoing development of the Services.

### 3. Use of the Services

- 3.1. The Customer is responsible for ensuring that the Services are used in accordance with the Agreement, applicable law, and good industry practice.
- 3.2. The Customer shall use the Services in accordance with the Agreement, Talentwise's instructions in force from time to time, and applicable laws and regulations. The Customer is independently responsible for ensuring compliance with the foregoing.
- 3.3. The Customer is responsible for Customer Data and for all activities carried out through the Customer's account. "**Customer Data**" means all data and information, including personal data and information relating to the Customer and the Customer's candidates, references, customers, and employees, that is provided to Talentwise by the Customer, or on the Customer's behalf, through use of the Services.



- 3.4. The Customer shall (i) keep all passwords and account details confidential; and (ii) promptly notify Talentwise if the Customer suspects or becomes aware of any unauthorized access to the Services or any other security incident.
- 3.5. The Services may not be used in any way that:
- (i) is unlawful or contrary to the intended purpose of the Services, including by transmitting or uploading viruses or other harmful files or code;
  - (ii) may impair the functionality of the Services, or is otherwise harmful to or destructive for other users and their use of the Services or their equipment;
  - (iii) may be perceived as abusive or offensive in any manner; or
  - (iv) may otherwise reasonably be expected to negatively affect Talentwise or the Services, or reflect negatively on Talentwise's or the Services' goodwill, name, or reputation.
- 3.6. The Customer shall not copy, modify, create derivative works of, decompile, reverse engineer, or otherwise attempt to discover any source code in the Services, nor assign, license, or transfer any rights in the Services (or any part thereof) to any third party.
- 3.7. The Customer shall indemnify and hold Talentwise harmless from and against any losses, costs, and claims arising out of the Customer's use of the Services in breach of the Agreement, or otherwise attributable to Customer Data.

## 4. Availability and Functionality

- 4.1. Talentwise continuously works to improve the Services and the Customer's user experience. Talentwise strives to ensure that the Services operate without errors and are available twenty-four (24) hours a day. However, temporary disruptions and service interruptions may occur. From time to time, certain functionalities may also be unavailable.
- 4.2. Planned service downtime by Talentwise, such as for updates to the Services, shall, where possible, be scheduled outside of normal business hours. Where feasible, Talentwise shall notify the Customer in advance of such downtime.



- 4.3. Talentwise provides customer support during standard business hours, Monday to Friday, excluding Ontario public holidays. Talentwise aims to respond to support requests within one (1) business day. Response times may vary depending on the nature of the request, the Customer's time zone, and the applicable support tier.
- 4.4. The Customer may access user support through the contact channels available in the Customer's account within the Services. In addition, the Customer may at any time find useful information and guidance available from time to time at [support.refapp.se](https://support.refapp.se).
- 4.5. This Section 4 constitutes Talentwise's complete undertaking towards the Customer regarding the availability of the Services and the provision of user support, unless otherwise expressly agreed.

## 5. Prices and Payment Terms

- 5.1. The Customer shall pay the fees for the Services as set out in the applicable Service Agreement or as otherwise agreed between the Parties. Notwithstanding the foregoing, Talentwise shall be entitled to adjust the prices for the Services annually in accordance with changes in the Consumer Price Index (CPI), All-items, as published by Statistics Canada. The base period shall be the first quarter of the year during which the most recently applicable prices were agreed between the Parties. Price adjustments made in accordance with this Section shall not constitute a material amendment of the Agreement and shall therefore not entitle the Customer to terminate the Agreement prematurely.
- 5.2. Unless otherwise specified in the Service Agreement, Talentwise shall be entitled to invoice the Customer on a monthly basis with payment terms of thirty (30) days from the invoice date.
- 5.3. If the Customer's payment of an issued invoice is late or incomplete, Talentwise shall be entitled to charge interest on overdue amounts at a rate of 5% per month, as well as reminder fees and/or collection fees in accordance with applicable law.
- 5.4. If payment has not been received by Talentwise on the due date and the Customer has not remedied the payment default despite a reminder from



Talentwise, Talentwise shall, in addition to any other remedies available under applicable law and the Agreement, be entitled to:

- (i) immediately suspend the Services; and
- (ii) terminate the Agreement with immediate effect in accordance with Section 7.2,

provided that the Customer's payment obligation is not disputed on objective and reasonable grounds, or due to Talentwise's breach of the Agreement.

## 6. Third-Party Services and Integrations

6.1. Services may from time to time be integrated with recruitment systems or include functionality that enables Users to access other services or websites provided by third parties ("Third-Party Services"). Talentwise assumes no responsibility for external websites or services, nor for the functionality of integrations or other services in combination with the Services.

For the avoidance of doubt, Talentwise is responsible for subcontractors and sub-processors required to provide the Services.

6.2. Third-Party Services are subject to the separate terms and conditions agreed between the provider of the Third-Party Service and the Customer, which may include fees and other charges. The Customer uses Third-Party Services at its own risk and is independently responsible for ensuring compliance with the terms agreed between the Customer and the provider of the Third-Party Service.

6.3. The Customer is further responsible for complying with applicable law and for ensuring that any other necessary agreements are entered into with such third-party providers.

6.4. The Customer shall indemnify and hold Talentwise harmless from and against any costs and claims arising out of the Customer's use of Third-Party Services.

## 7. Term and Termination

7.1. The Services shall be provided for the term applicable in accordance with the Service Agreement.



- 7.2. In addition to what is set out in the Service Agreement, either Party shall be entitled to terminate the Agreement with immediate effect by written notice if:
- (i) the other Party has committed a material breach of the Agreement and, where remediation is possible, fails to fully remedy such breach within thirty (30) days from receipt of written notice thereof; or
  - (ii) the other Party is declared bankrupt, enters into liquidation, becomes subject to corporate reorganisation, suspends payments, or otherwise may reasonably be deemed to be insolvent.
- 7.3. If the Customer terminates the Agreement pursuant to Section 13.2 as a result of changes to these General Terms and Conditions, the Agreement shall terminate on the day immediately preceding the effective date of such changes, subject to the rules regarding prepaid periods set out in the Service Agreement.
- 7.4. Upon termination or expiry of the Agreement, the Customer shall immediately cease all use of the Services, and both Parties shall return or delete any confidential information or documentation received from the other Party. Once the 30-day retrieval window closes, Talentwise will permanently delete or anonymize the data.
- 7.5. The Customer shall be entitled to retrieve Customer Data in a format reasonably acceptable to the Customer, as determined by Talentwise, provided that the Customer submits a written request to Talentwise within thirty (30) days from the date of termination of the Agreement and reimburses Talentwise for the reasonable costs incurred in connection with such retrieval.
- 7.6. Upon termination of the Agreement, all related schedules, including the Data Processing Agreement, shall also terminate without further notice, except for such obligations which by their nature are intended to survive termination (including, but not limited to, confidentiality, liability, and deletion obligations).

## 8. Processing of Personal Information

- 8.1. The processing of personal information and the allocation of responsibilities between the Parties are governed by the Service Agreement and the applicable Data Processing Agreement (DPA). In the



event of any conflict relating to data protection matters, the DPA shall prevail over these General Terms and Conditions.

## 9. Confidentiality

- 9.1. Each Party undertakes, both during the term of the Agreement and thereafter, not to disclose, publish, or otherwise make available to any third party, without the other Party's prior written consent, any information relating to the other Party's business that is or may reasonably be considered confidential information. This includes, without limitation, technical information, trade secrets, source code, login credentials, security methods for access to the Services, and the terms of the Agreement.
- 9.2. The obligations set out in Section 9.1 shall not apply to information that:
- (i) is or becomes publicly available without breach of this Agreement by the receiving Party;
  - (ii) was lawfully known to the receiving Party without confidentiality obligations prior to disclosure by the disclosing Party;
  - (iii) is lawfully obtained from a third party without confidentiality obligations and without restriction as to disclosure; or
  - (iv) must be disclosed or used pursuant to law, regulation, stock exchange rules, or by a supervisory authority or similar body. In the event of such disclosure, the disclosing Party shall, where possible, notify the other Party prior to such disclosure.
- 9.3. Each Party shall be responsible for ensuring that its respective subcontractors, consultants, and employees comply with this confidentiality clause.

## 10. Intellectual Property Rights

- 10.1. Talentwise holds all rights, including intellectual property rights, to the Services and Talentwise's website, including any updates, files, or data uploaded by Talentwise to, or performed within, the Services or the software and source code forming part thereof. This includes, without limitation, rights to patents, copyrights, designs, trademarks, and related



know-how. Nothing in the Agreement shall be construed as a transfer of any such rights, or any part thereof, to the Customer.

10.2. The Customer retains all rights to data, information, and files, including Customer Data, uploaded by the Customer to the Services. Nothing in the Agreement shall be construed as a transfer of any such rights, or any part thereof, to Talentwise.

10.3. If a third party asserts a claim for infringement of its intellectual property rights based on the Customer's use of the Services, the Customer shall promptly notify Talentwise in writing of the claim asserted against the Customer and any other relevant circumstances, and shall either:

- (i) offer Talentwise the opportunity, at Talentwise's own expense, to assume control of the defence and to solely decide on all related settlement negotiations in the Customer's name, including executing any necessary documentation (e.g. powers of attorney), at no cost to the Customer; or
- (ii) at the Customer's own expense, assume control of the defence and decide on all related settlement negotiations.

10.4. If a competent court finally determines that the Customer's use of the Services in accordance with the Agreement constitutes an infringement of a third party's intellectual property rights, Talentwise shall, subject to Section 11, indemnify the Customer for direct costs and damages that the Customer is ordered to pay, provided that the Customer has complied with its obligations under Section 10.3 above and has not elected to assume control of the defence pursuant to item (ii) of Section 10.3.

In such case, Talentwise may, at its sole discretion, either secure the Customer's continued right to use the Services or a comparable non-infringing service, or terminate the Services and refund the fees paid by the Customer for the remaining term, without interest and less the reasonable value of the benefits received by the Customer through use of the Services.

This Section 10.4 constitutes Talentwise's entire liability towards the Customer for infringement of third-party intellectual property rights.



## 11. Limitation of Liability and Warranties

- 11.1. Each Party shall be relieved from liability for failure to perform its obligations under this Agreement to the extent that such performance is prevented by circumstances beyond the Party's reasonable control, including, but not limited to, legislative measures, labor disputes, shortages of materials, fire or power outages, communication failures, or loss of data.
- 11.2. Under no circumstances shall either Party be liable for damages caused by or related to: (i) third parties, third-party products or services for which such Party is not responsible under the Agreement (including, without limitation, Third-Party Applications); or (ii) the other Party's loss of customers, profit, revenue, savings, goodwill, losses due to network disruptions, or other indirect or consequential damages.
- 11.3. Each Party's total liability under the Agreement shall be limited to the amount paid by the Customer to Talentwise for the Services or other services to which the claim relates during the twelve (12) months preceding the occurrence of the damage.
- 11.4. The limitations of liability set out in Sections 11.2 and 11.3 shall not apply in cases of liability under Section 9 (Confidentiality) and Section 10 (Intellectual Property Rights), or in cases of gross negligence or willful misconduct.
- 11.5. A Party shall not be liable for damages unless the other Party has notified it in writing of the damage no later than three (3) months after the time when the other Party discovered or should reasonably have discovered the damage or loss, and in any event no later than six (6) months from the occurrence of the damage.
- 11.6. Except as expressly stated in this Agreement, the Services are provided "as is" and "as available", without warranties of any kind, whether express or implied, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Services will be provided in a "professional and workmanlike manner."

## 12. Governing Law and Dispute Resolution

- 12.1. Provisions regarding governing law and dispute resolution shall be governed by and follow the Service Agreement.



## 13. Miscellaneous

- 13.1. The Agreement constitutes the complete and exclusive regulation of all matters to which the Agreement relates. All prior written or oral undertakings, representations, or commitments preceding the Agreement are replaced by the contents of the Agreement.
- 13.2. Talentwise shall be entitled to amend these General Terms and Conditions and to make adjustments to or improvements of the Services from time to time.
- The Customer shall be informed of any material amendments at least thirty (30) days before such amendments enter into force, for example by notification within the Services or by email to the designated contact person. For new customers, the most recently published version shall apply directly upon entering into the Agreement.
- If the Customer does not accept the amendment, the Customer shall be entitled to terminate the Agreement with effect as of the day immediately preceding the date on which the amendment enters into force. Such termination shall be made in writing and shall apply to the Agreement in its entirety, including any addenda.
- This shall not apply where the amendment is required due to law, regulation, governmental decision, or other mandatory regulatory requirements, in which case the amendment may enter into force immediately.
- Prepaid subscription periods shall be governed by the Service Agreement, meaning that termination shall take effect only upon expiry of the prepaid period. No refunds or credits shall be issued for any prepaid period.
- 13.3. The Customer may not assign the Agreement, in whole or in part, to any third party without Talentwise's prior written consent.
- 13.4. Talentwise shall be entitled to assign the Agreement to a third party in connection with a transfer of Talentwise's business or any part thereof. Talentwise shall also be entitled to assign the Agreement to any company within the same corporate group. Furthermore, Talentwise may transfer or assign its rights and obligations under the Agreement without the Customer's prior written consent.



- 13.5. These General Terms and Conditions are supplemented by the schedules forming part of the Agreement, including, without limitation, the Data Processing Agreement (DPA), pricing schedules, service level agreements (SLA), service descriptions, and addendum agreements.

## Version history

Version	Date	Change	Comment
2025.02	2025-11-01	Revised structure to accommodate Talentwise's provision of multiple services, adaptations for Background Checks, and various clarifications, including with respect to the processing of personal data.	