

Terms of Use

Effective date: 1 February 2021

Last modified on: 25 January 2021

Hello,

These Terms of Use (“**the Terms**”) constitutes a legally binding contract between you as a user (“**user**”, “**you**”, “**your**”) of the <https://hunt.d.tech> (“**the Website**”) and us, HUNTD (“**we**”, “**Hunt.d**”, “**us**”, “**our**”) as the owner of the Website.

The Terms govern your rights and duties in regard to using the Website and receiving Services. Users and Hunt.d are collectively referred to as the Parties and severally as Party.

By merely accessing our Website you agree to be bound by the Terms in full without any reservations.

If you don't agree to be bound, please do not use the Website.

If you want to be aware of how we process your personal data, please see our [Privacy Policy](#) and [Cookies Policy](#).

1. General

- 1.1. The Website (“**Platform**”) is designed to provision electronic services which is referred to as **Services**.
- 1.2. As we use the Website as the primary tool for the provision of Services, the Website features with functionalities that facilitate provision of Services. Since we allow users to use these functionalities for a better experience of Services, please consider the Website as part of our Services.
- 1.3. We reserve the right to add any new functionality to the Website at any time. If newly developed functionalities of the Website are not specifically governed by the Terms, they are provided on “as is” basis and are subject to the Terms to the extent reasonably practicable.
- 1.4. We may alter, suspend, or discontinue this Website or the Services in whole or in part, at any time and for any reason, without prior notice to you.

2. Services Eligibility

- 2.1. You may use the Website and receive Services only if you are an individual and have a full legal capacity to do that under the laws of your residency. If you are a minor under the laws of your residency, you may use the Website and receive Services only with the approval of your parent or guardian. In this case, the parent or guardian is responsible for any activities of the minor user.
- 2.2. Unregistered users may access only certain pages and functionalities of the Website, mainly for informational purposes such as getting contacts, social media links, providing feedback.

3. Registration

- 3.1. The created user account will be used only by you.
- 3.2. You are free to choose for submitting further personal information to your user account.
- 3.3. By registering on the Website you represent and warrant that you:
 - 3.3.1. will receive Services in accordance with the Terms and will not use the Services in any illegal way.
 - 3.3.2. provided valid and accurate personal information and keep it up-to-date at all times;
 - 3.3.3. will not perform acts aimed at breaching of the normal functioning of the Website, both by means of software and through your direct acts within the Website, or performing any other illegal acts;
 - 3.3.4. are responsible for protecting your account from unauthorized use;
 - 3.3.5. are solely responsible for granting access to your account to any third parties and the consequences thereof;
 - 3.3.6. will not create more than two accounts on the same person;
 - 3.3.7. will not violate our intellectual property rights;
 - 3.3.8. will not violate the rights of other users.
- 3.4. We do not allow registered users to grant access to their account to any person. In the event of granting such access, we may terminate your account and cease provision of Services. You will not be entitled to create a new account to access the Website if your prior account has been terminated by HuntD.
- 3.5. You agree to notify us immediately if you believe or have reasonable grounds to believe that your user account has been or may be used without your permission. In case of non-notification, you as the legal holder of the Account are responsible for all actions taken on behalf of your user account unless such non-notification was due to your unawareness or inability.
- 3.6. We at our sole discretion reserve the right to refuse to provide Services anytime. You agree not to claim our decision on such refusal.

4. Fees

- 4.1. Services provided by HuntD are free for candidates.
- 4.2. A fee for using services provided by HuntD for recruiters are a subject to discuss between HuntD and concrete recruiter.
- 4.3. Payments may be made in USD or EUR.
- 4.4. Considering the nature of the services under the Terms and the Agreement, the refunds are available only in case of overpayment. If you make an overpayment of the Fee, the amount of the overpayment shall be refunded at your request.
- 4.5. The amount of the overpayment may be counted against the next month's Fee amount. In such case the next month's Fee amount may be reduced by the amount of the overpayment on your consent.
- 4.6. If you want to make a refund of the overpayment or if you want to set off the overpayment as payment for the next month, you have contact us at info@huntD.tech.
- 4.7. The request shall be sent from the email address that you specified during registration. The request from any other email addresses will not be considered by us unless the relevant documents for the confirmation of your identity are provided.
- 4.8. The decision on the refund of the overpayment or reduction of the amount of next month's Fee by the amount of the overpayment shall be made at our own discretion. The request for refund may be rejected in case we identify there was no overpayment pursuant to the Agreement.

5. Communication

- 5.1. Unless you otherwise indicate in writing, we will communicate with you by email, regular mail, by posting publicly available content or via chat. You consent to receive communications from us electronically and you agree that these electronic communications satisfy any legal requirement that such communications be in writing. You will be considered to have received a communication when we send it to the chat with your user account or email address you have provided us, or when we post content on the Website. You must keep your email address updated on the Website, and you must regularly check the Website for postings. If you fail to respond to an email message or chat message from HuntD regarding violation, dispute or complaint within 2 (two) business days, we will have the right to terminate or suspend your use of Services.
- 5.2. To stop receiving specific communications from HuntD, please submit a notification to us or make corresponding adjustments on your account settings in order to change the types and frequency of such communications.

6. Disclaimers

- 6.1. You acknowledge that the Website, Services, and any information on or accessible from the Website are provided on "as is" basis and their use are entirely at your own risk. You agree that HuntD is not liable for any loss or damage in relation to use of the Website or reception of Services.
- 6.2. We do not guarantee candidate's satisfaction of employment or contracting in general as well as we may not guarantee a certain amount of your income or any other specific terms of your employment or services agreement.
- 6.3. We are not an employment service and we do not serve as an employer of any user unless separately subject to a signed, written employment contract. In all cases of use of the Website or receiving Services, users are acting as independent contractors and any Party is not in employee, agent, franchisee or partner of the opposite Party. Accordingly, you will be solely responsible for all costs incurred by you during use of the Website or receiving Services. You shall not hold yourself out as having authority to make contracts or promises on behalf of HuntD.
- 6.4. We are not responsible for any loss or damage caused by, or expenses incurred by you as a result of your failure to protect your user account from any unauthorized access or use.

7. Applicable Law and Dispute Resolution

- 7.1. Provisions of this section apply to the relations between users and us in regard to use of the Website and Services.
- 7.2. With respect to all legal disputes under the Terms and interpretation of the Terms the Parties shall be governed by Cyprus laws.
- 7.3. Any dispute between you and us arising out of the usage of the Website or Services, the formation, performance, interpretation, nullification, termination or invalidation of the Terms, or arising therefrom or related thereto in any manner whatsoever, shall be settled by courts located in Cyprus competent to resolve the dispute according to Cyprus laws.
- 7.4. Before bringing a claim against us, you agree to try to resolve the dispute by negotiation. Following this, please send us an email with your arguments. We will try to resolve the dispute informally by answering your email. If a dispute is not resolved within 15 days after submission, you or we may bring formal proceedings.

8. Amendments

- 8.1. We reserve the right, at our sole discretion, to change or modify any part of the Terms at any time. We will notify registered users in 2 days by email before the date when amendments become the provisions of the Terms. When it comes, this date will be indicated in the “Last updated” at the top of the Terms.
- 8.2. Your subsequent use of the Website after any such changes constitutes your acceptance of the latest terms of the Terms.

9. Miscellaneous

- 9.1. The Terms replace any other arrangements between the Parties as well as all prior versions thereof. Should any provision of the Terms (a clause or a statement within a clause) be declared invalid or unenforceable, it should not affect the remaining provisions in whole or part.
- 9.2. Our failure to exercise any right or provision in the Terms should not be considered as a waiver of such right or provision of the Terms.
- 9.3. These Terms are not assignable, transferable or sub-licensable by you except with our prior written consent. We may transfer, assign or delegate these Terms and our rights and obligations without prior notice to you.
- 9.4. Should you have any questions regarding the use of the Website or regarding the Terms, please contact us at info@hunted.tech.