

THE APPLICANT'S TERMS AND CONDITIONS FOR USE AND ACCESS TO HCMRECRUIT.COM

Following are the terms and conditions applicable for the use and access of applicants using hcmrecruit.com. The service is also subject to the general business terms and conditions of Advania hf. These terms and conditions are considered specific terms and conditions of the general business terms and conditions of Advania.

Advania reserves its right to amend these terms and conditions subject to the provisions of article 12 of these terms and conditions.

These terms and conditions were issued on 20-APR-2015 with effect from that date.

1. About hcmrecruit.com and access to the application

Hcmrecruit.com is a HR application (hereafter referred to as 'the application' or 'hcmrecruit.com') which employers buy access to and utilize to advertise and process applications for job vacancies. The employer who advertises a job vacancy carries the full responsibility for the application process and therefore you should direct any enquiries about the application process to the employer.

The company where you are applying for a job utilizes hcmrecruit.com for the aforesaid purpose. Your application will therefore pass through hcmrecruit.com subject to the terms and conditions stated herein.

You can choose to create an account at hcmrecruit.com in which event hcmrecruit.com will save the data which you have entered while the access to your account is active. You can also choose to apply for a vacancy without creating an account in which event the entered data will not be saved as such. Note though that any application for a vacancy you enter into the application will be saved for one year from receipt. Additionally, certain personally unidentifiable information will be saved for the purpose of collecting statistics about applicants, according to article 4 of these terms and conditions. Whether you choose to create an access or not, the following terms and conditions will be applicable to your use of hcmrecruit.com.

2. Definitions

<i>Employer:</i>	The term refers to companies advertising vacancies
<i>The application:</i>	The term refers to hcmrecruit.com.
<i>User:</i>	The term refers to any individual using hcmrecruit.com, whether with registered access or not.
<i>Terms and conditions:</i>	The term refers to these terms and conditions.
<i>You:</i>	The term refers the reader of these terms and conditions and/or the user of the system.
<i>Applicant:</i>	The term refers to parties applying for advertised vacancies at hcmrecruit.com.

3. Usage, access and user information

3.1. Usage of hcmrecruit.com

Usage of the application is defined as viewing, gathering of data and any utilization of services offered under the domain of hcmrecruit.com at any time, whether the user has registered for access to hcmrecruit.com or applies for a vacancy without registered access. All usage of hcmrecruit.com is limited to actions that can be considered as legal and normal, and to the data and service offered at any time. Advania reserves the right to deny any party creating or using access to hcmrecruit.com.

3.2. User information

User name, password, and other contact information provided by the user to Advania are regarded as the user's 'access information'.

The user's right to access and use the service is limited to an individual and the user is not permitted to transfer that right to another person or party. Thus, a user is not authorised to permit other parties to use his or her access to hcmrecruit.com.

The user understands and agrees that he/she is responsible for confidentiality about the password and user name that enable the user to access hcmrecruit.com. Should the user become aware in any way, that an unauthorised party has gained knowledge of his/her access information, the user agrees to report this without delay to Advania by e-mail to advania@advania.is.

3.3. Electronic notifications

Electronic notifications from hcmrecruit.com will be sent to the e-mail address supplied by the user when registering at hcmrecruit.com.

By registering for access to the application, the user agrees that Advania is permitted, when necessary, to send notifications by e-mail to the user's registered e-mail address. Anyone with access to that e-mail address will be able to see the contents of such notifications.

Since notifications are not encrypted, they will never contain a user's password. In the event when a user forgets his/her password, a link to a site can be sent to the registered e-mail address where a new password can be created.

4. Confidentiality, privacy and data processing

Any information provided by you during the vacancy application process via hcmrecruit.com will be treated confidentially, whether you have a registered access or not, according to legal act no. 77/2000 on the protection of privacy as regards the processing of personal data.

Hcmrecruit.com will keep statistical background records about the applicants by collecting personally unidentifiable information on education, gender, age, and previous employment of applicants. Such information will be used to provide employers with statistical data on the applicants' background. It should be noted that information preserved in this manner, will not be deleted after 12 months.

5. Application process

The party advertising a vacancy is liable for the application process. You can withdraw your application at any time. Such a request should be addressed to the employer.

Applications are preserved for 12 months from receipt. You can request that your application be deleted from the system at any time. Such a request should be addressed to the employer.

6. Intellectual property rights

Advania grants you a permission to view and use hcmrecruit.com in accordance with these terms and conditions. The total content of hcmrecruit.com, including styling (e.g. text, graphics, images, logos), photos, software, edited content, notifications and other content is protected by copyright and trade mark law in Iceland and elsewhere. Any distribution, republication or digital reproduction of copyright and trade mark protected content, whether in part or totally, is prohibited.

7. Limitation of liability

Advania does not warrant that the application process is carried out in a particular way or that specific results come from the use of hcmrecruit.com.

Users register and use services provided at hcmrecruit.com at their own responsibility.

Advania is not liable for applicants' accrued cost or other losses resulting from a cancelled vacancy application by the employer.

Advania will use its reasonably best efforts to ensure that notifications and content entered via hcmrecruit.com gets delivered promptly and safely to recipients. For number of reasons such messages may not be delivered or be delivered late to recipients. Advania does not guarantee that notifications are delivered, that they are delivered in time and/or they will always contain the latest and/or correct information. Advania assumes no liability due to notifications delivered late or not at all, due to errors in notifications' content or due to decisions which subscribers, employers, users or third parties take or do not take on account of notifications sent from hcmrecruit.com.

Access to hcmrecruit.com could be interrupted occasionally for various reasons, e.g. hardware malfunction, mechanical fault, software errors, application upgrades, or due to other actions that Advania may need to take. Advania is not liable for losses due to such incidents or actions.

Advania is not liable for inconveniences or losses that may be caused directly or indirectly by a flaw or malfunction of terminal equipment,

connection to the internet, by software needed to connect to a website, by the user's computer system, operating system, or browser, or for any other reasons that may cause actions at hcmrecruit.com not to be implemented or differ from what was intended due to technical malfunctions, data errors or interference with computer systems operations.

Advania is not liable for any inconvenience or losses caused directly or indirectly by the malfunctioning of the subscriber's or user's computer hardware and/or software or for any other reasons that may cause information at hcmrecruit.com not to be correct or that the user is unable to connect to the service.

Advania is not liable for losses caused by lack of knowledge, misunderstanding or misuse by a user or a third party other party acting with or without the authorisation of the user. Advania is not liable for wrong actions made in the application by the user or any other party.

Advania is not responsible for losses resulting from external events for example but not limited to malfunctions and wrong information.

8. Copying, monitoring and other such actions

It is prohibited to place any kind of file or data on the hcmrecruit.com website that could be classified as a computer virus of any kind, worm or Trojan horse, or anything containing harmful attributes, or something capable of disrupting the normal functioning of the service.

It is prohibited to try in any way to extract, publish or reverse engineer the underlying source code from the software used by hcmrecruit.com. Should a user gain access by some other means (e.g. due to a malfunction) to the underlying source code, then such an incident must be reported to the webmaster at advania@advania.is.

It is prohibited to use any kind of automatic software, programming or other automatic methods to gain access, copy or monitor any part of the hcmrecruit.com website without the written consent of Advania, unless such a service was purchased from Advania.

It is prohibited to use any kind of software, programming or other means to visit, use, or search for data on the hcmrecruit.com website, except by using public web browsers (e.g. Firefox, Chrome, Opera or Internet Explorer) or public search engines (e.g. Google or Bing).

It is prohibited to interrupt the work of other users of the service. Subscribers are not allowed to disturb normal communications on the common interactive website of hcmrecruit.com, or make alterations to content submitted by others, or do anything which causes an abnormal load on the service and the computer system running it, or to disturb the normal access of other users of the service.

A user is only allowed to utilize data belonging to him/her and it is forbidden to use hcmrecruit.com for the purpose of gaining access to or getting hold of data belonging to other subscribers or users of hcmrecruit.com.

9. Violations of law and terms and conditions

Should users be found out to be in violation of these terms and conditions, misuse of the application or behave in such a manner that it is obvious that the respective party cannot or will not comply with these terms and conditions, Advania can, at any time and without further notice, close the access of such a party to hcmrecruit.com and as applicable delete it. In such an instance a subscriber will receive a notice to that effect at the e-mail address registered to the subscriber user with full access to the application.

If a suspicion of a legal offense arises, Advania reserves the right to report any such activities to the authorities.

10. Changes to terms and conditions

Advania reserves the right to change these terms and conditions unilaterally. In case of changes, the user will have to agree to new terms and conditions when using the service of hcmrecruit.com the next time. Agreement to terms and conditions is required for the use hcmrecruit.com.

11. Law and venue

These terms and conditions are subject to Icelandic law. If an article of these terms and conditions will be judged invalid, illegal or unfit for enforcement, it will not in any way diminish the value, legality or enforcement options of other articles of these terms and conditions.

Advania and the customer should seek to solve any disagreement over these terms and conditions by negotiation. If an agreement cannot be reached, disputes are to be resolved by The Reykjavik District Court.