

Terms of Service

The terms under which agencies — and the clients, candidates and employees they grant access — use the Recruitsome platform.

Version 2026.1 · In effect since 1 July 2026

01 Definitions

In these terms:

- **Recruitsome** — Recruitsome B.V.
- **Platform** — the online software and services offered via recruitsome.com.
- **Customer** — the business that takes out a subscription.
- **User** — an employee of the Customer who logs in on the Customer's behalf.
- **Customer Users** — third parties the Customer grants access, such as clients, contacts, approvers, candidates, applicants and (placed) employees.
- **Candidate** — a person whose data the Customer processes for recruitment, selection or placement purposes.
- **Applicant** — a Candidate who has applied to a specific vacancy of the Customer or its client.
- **Content** — all data entered, uploaded or generated via the Platform, including candidate data.
- **Data Processing Agreement** — the agreement on the processing of personal data accompanying these terms.
- **Credits** — consumption units for certain features, such as AI.

02 Applicability and order of precedence

These terms apply to all use of the Platform and every agreement between Recruitsome and the Customer. Deviations are valid only if agreed in writing; the Customer's own (purchasing) terms are expressly rejected.

In case of conflict this order applies: (1) the written agreement or quote, (2) the Data Processing Agreement, (3) these Terms.

03 Business use only

The Platform is intended for business use only. The Customer acts in the course of a profession or business; these terms are not aimed at consumers. Where mandatory consumer law nonetheless applies, the relevant provisions apply only to the extent permitted.

04 The service and right of use

Recruitsome grants the Customer, for the term, a non-exclusive, non-transferable right to use the Platform for its own business operations. The Platform is provided as-a-service; no installable software is delivered. The Customer obtains no rights not expressly granted.

05 Users and third parties on the platform

The Customer is responsible for everyone it grants access — its own Users and Customer Users such as clients, approvers, candidates and employees.

- The Customer manages accounts, roles and access rights carefully and keeps credentials confidential.
- The Customer informs its Customer Users and ensures a valid basis for their access and processing.
- Customer Users are not a party to this agreement; Recruitsome may attach separate end-user terms to their use.
- Acts or omissions of Users and Customer Users are attributed to the Customer.

06 Acceptable use

The Customer and its users do not use the Platform in breach of law or these terms. In particular it is not permitted to:

- post or send unlawful, misleading or infringing content;
- scrape, overload or circumvent the security of the Platform;
- send messages (email, SMS) without a valid basis or in breach of anti-spam and telecom rules.

The Customer is responsible for the lawfulness of its Content and communications via the Platform.

07 Customer content and indemnity

The Customer retains all rights to its Content and is responsible for its accuracy and lawfulness. The Customer warrants that it is entitled to process the Content — including candidate data and special data such as BSN — in the Platform and has a valid basis for doing so.

The Customer **indemnifies Recruitsome** against all claims by candidates, applicants, clients, employees, regulators or other third parties arising from the Content or from the Customer's or its users' use of the Platform, including reasonable costs of defence.

08 Processing of personal data

For candidate and other personal data, Recruitsome acts as processor and the Customer as controller. The arrangements are set out in the [Data Processing Agreement](#), which forms part of the contract.

Recruitsome takes appropriate security measures and cooperates in reporting data breaches and in data-subject requests, as described in the Data Processing Agreement.

09 AI functionality

The Platform includes AI features, such as parsing CVs and generating text. AI outputs are **assistive** and provided without any warranty as to accuracy or completeness.

The Customer reviews AI outputs before use and remains responsible for decisions. No legally significant decisions are made in a fully automated way — a User of the Customer decides. Recruitsome is not liable for decisions based on AI outputs.

10 Fees, credits and payment

The Customer pays the agreed subscription fees and usage such as Credits. All amounts are exclusive of VAT; billing runs via Stripe.

- Recruitsome may index prices annually in line with the CBS consumer price index (CPI); other price changes are announced in advance.
- Credits are non-refundable and expire 12 months after purchase, unless agreed otherwise.
- For late payment the Customer owes statutory commercial interest and collection costs, and access may be suspended.
- Invoice objections must be raised within 14 days and do not suspend the payment obligation.

11 Term, termination and suspension

The agreement runs for the agreed term and renews automatically unless either party gives written notice no later than one month before the end of the current term.

Recruitsome may **suspend access immediately, in whole or in part**, in the event of a security or abuse risk, (threatened) harm to the Platform or other customers, a legal order, or overdue payment.

Either party may **terminate immediately** for a material breach not cured within 30 days of written notice of default, for repeated or unlawful use, or on the other party's insolvency or bankruptcy.

12 Effects of termination

On termination the right of use lapses and access ends. The Customer may export its Content within 30 days of termination, after which it is deleted in line with the Data Processing Agreement.

Fees already paid are not refunded. Provisions that by their nature survive — such as on liability, confidentiality, intellectual property and indemnity — remain in force after termination.

13 Availability, maintenance and support

Recruitsome strives for high availability but does not guarantee uninterrupted or error-free operation. Planned maintenance is announced in advance where possible; emergency maintenance may occur without notice.

Support is available on business days via the usual channels; Recruitsome aims to respond promptly, according to urgency. A different service level (SLA) applies only if agreed in writing. Recruitsome is not liable for temporary unavailability.

14 Changes to the service

Recruitsome continues to develop the Platform and may add, change or discontinue features. Features offered as **beta** or experimental are provided as-is, without warranty, and may be changed or withdrawn. Recruitsome informs the Customer in advance of any material reduction of core functionality.

15 Intellectual property and feedback

All rights to the Platform vest in Recruitsome. The Customer retains all rights to its Content and grants Recruitsome only the right to process it to provide the service.

Recruitsome may freely use the Customer's suggestions or feedback. Recruitsome may use anonymised and aggregated data to improve and secure the service, provided it is not traceable to individuals or to the Customer.

16 Confidentiality

The parties keep confidential information received from each other secret and use it only to perform the agreement. This does not apply to information that is public or must be disclosed by law.

17 Warranties and disclaimers

The Platform is provided as is and as available. To the extent permitted by law, Recruitsome gives no warranties beyond those expressly agreed, and in particular no warranty that the Platform is error-free or uninterrupted.

18 Liability

Recruitsome's liability is limited to **direct damage**. Direct damage means solely: (a) reasonable costs to determine the cause and extent of the damage; (b) reasonable costs to bring Recruitsome's performance into line with the agreement; and (c) reasonable costs to prevent or limit the damage.

Liability **per event** is limited to the amount the Customer paid to Recruitsome in the twelve months before the event; connected events count as one event. **Total liability per calendar year** never exceeds that same amount, and in all cases never more than € 100,000.

Liability for **indirect damage** is excluded, including lost profit, missed savings, loss of data, reputational harm, business interruption and third-party claims. These limitations do not apply in the event of intent or wilful recklessness by Recruitsome. A claim lapses if not submitted in writing within twelve months of discovery.

19 Force majeure

Recruitsome is not obliged to perform in the event of force majeure, including outages or failures of suppliers and hosting parties, cyberattacks, power or internet outages and government measures.

20 Third parties and integrations

The Platform can integrate with third-party services such as Loket, Signhost, Exact, Stripe, job boards and AI providers. Their use may be subject to their own terms and consents, for which the Customer is responsible. Recruitsome is not liable for third-party services.

21 Changes to the terms

Recruitsome may amend these terms. Changes are announced in advance and the applicable version is recorded with an effective date and archived. For a material change to the Customer's detriment, the Customer may terminate as of the effective date.

22 Miscellaneous

The Customer may not assign rights and obligations under the agreement without consent. Recruitsome may engage subcontractors and may transfer its rights and obligations in a reorganisation or acquisition.

If a provision is void or voidable, the remaining provisions stay in force and a valid provision of similar intent applies. Failure to enforce a right is not a waiver. Notices are given in writing or via the Platform. These terms and their annexes constitute the entire agreement.

These terms are drawn up in Dutch and English. In case of any difference in interpretation, the **Dutch text** prevails.

23 Governing law and disputes

These terms are governed by **Dutch law**. Disputes are submitted to the competent court in the district where Recruitsome is established (Amsterdam).