

# **HRMOS Recruitment Aggregation Service Terms of Use**

## **Scope of application**

These aggregation service terms of use (hereinafter, “the Terms of Use”) shall be applied to the agreement (hereinafter, “the Agreement”) on the use of the aggregation service (defined in Article 2; hereinafter, “the Service”) entered into by and between the company/organization (hereinafter, “User Company”) who has concluded an agreement (hereinafter, “HRMOS Agreement”) to use the recruitment business support application service (hereinafter, “HRMOS Recruitment”) provided by BizReach, Inc. (hereinafter, “the Company”) and the Company.

## **Definitions**

1. The Service (aggregation service)  
A function attached to HRMOS Recruitment that aggregates the User Company's job seeker information in Target Services used by the User Company and displays it in HRMOS Recruitment.
2. Target Services  
The collective term for BizReach Systems and Third-Party Services. The names of specific Target Services, etc. can be confirmed on the User Company's HRMOS Recruitment management screen.
3. BizReach Systems  
Media systems for those who want to change jobs operated by the Company such as “BizReach” and “Career Trek”.
4. Third-Party Services  
Online recruitment information services, etc. operated by third parties that have been specified by the Company.
5. Authentication Information  
The User Company's identification codes such as an ID and password, etc. to use Third-Party Services registered by the User Company or assigned to the User Company by the Third-Party Service operator.
6. Job seeker information  
Information of job seekers (who are Target Service members) who have applied to the User Company, or who have made contact with the User Company using a scout, etc., through Target Services.

## **Application to Use the Service**

1. The User Company shall apply to enter into the Agreement by first understanding and accepting these Terms of Use and then either submitting the Company's prescribed application form or filling in the items specified by the Company on the user agreement application screen in the Service and submitting the application online. The definitions of the terms used in these Terms of Use not

provided for herein shall be in accordance with the HRMOS Basic Terms of Use and HRMOS Recruitment Terms of Use (hereinafter collectively referred to as “the Original Terms, etc.”)

2. The User Company shall apply to enter into the Agreement as a single user.
3. The User Company shall use the Service in compliance with the terms of use and other conditions of use prescribed by each Target Service.

## **Establishment of the Agreement**

The Agreement shall be established if the Company has indicated its intention to accept the application submitted by the User Company in accordance with the preceding Article.

## **Service Content**

1. The User Company shall be able to use the following Service content under the conditions prescribed in these Terms of Use. And the Company may arbitrarily determine the implementation frequency and scope of the Service:
  1. Aggregation of job seeker information acquired by the User Company in Target Services to display in HRMOS Recruitment;
  2. input/sending of e-mails to job seekers created by the User Company in HRMOS Recruitment or progress of registered job seekers on behalf of the User Company; and
  3. other content prescribed by the Company
2. The Company may change the content of the Service at its discretion or prescribe separate conditions of use, and the Company does not guarantee any of the functions prescribed in each item of the preceding paragraph to the User Company, notwithstanding the provisions of the preceding paragraph.

## **Use of Third-Party Services**

1. The User Company shall register its Authentication Information for Third-Party Services in HRMOS Recruitment to use the Service. The User Company cannot use the Service for Third-Party Services for which the User Company does not have Authentication Information.
2. The User Company may register its Authentication Information in HRMOS Recruitment on its own responsibility; by doing so, the User Company may omit entering its Authentication Information each time it uses the Service. And if the User Company has changed its Authentication Information for Third-Party Services, then it shall reflect those changes in HRMOS Recruitment by updating the Authentication Information it has registered in HRMOS Recruitment. The Company assumes no liability for any damages (including data inconsistency in HRMOS Recruitment) suffered by the User Company as a consequence of failing to update its Authentication Information in HRMOS Recruitment.
3. The aggregation of job seeker information from Third-Party Services is considered as use of the Third-Party Services by the User Company utilizing the functions of HRMOS Recruitment and the Service; the Company shall not be construed as having been entrusted, delegated or requested, etc. to aggregate such information for or on behalf of the User Company, etc.
4. The User shall acknowledge in advance that the Service may be discontinued in whole or in part without notice as a consequence of changes to the terms of use and other conditions of use of

Third-Party Services or changes in the management policy or service specifications, etc. of Third-Party Services. The Company assumes no liability for damages suffered as a consequence of the inability to aggregate job seeker information in this case.

## **Disclaimer**

1. The Company assumes no liability in connection with: (1) The User Company's use of the Service or inability to use the Service; (2) system interruption/lag/suspension/data loss due to the failure of communications lines or computers, etc.; (3) any damage caused by unauthorized access to data; and (4) any damage arising from or in connection with other matters related to the Service (including mental distress or lost profits and other financial loss.)
2. The Company does not guarantee that the Service conforms to the terms of use and other conditions of use of Third-Party Services. The User Company shall resolve any complaints, claims for damages or invoices for costs, etc. from the operator of Third-Party Services arising from use of the Service on its own responsibility and at its own expense.
3. The User Company shall resolve any complaints, claims for damages or invoices for costs, etc. from third parties in connection with the Agreement on its own responsibility and at its own expense so as not to cause any nuisance to the Company.

## **Term**

1. The valid term of the Agreement (hereinafter, "Term") shall be from the date the Agreement is established to the end of the Service usage period prescribed in the application form, etc.
2. If the HRMOS Agreement has been terminated, then the Agreement shall also be simultaneously terminated as a matter of course notwithstanding the provisions prescribed in the preceding paragraph.

## **Termination of the Agreement**

1. Notwithstanding the provisions of the preceding Article, the User Company or the Company may terminate the Agreement by written notice (including via e-mail) to the other party after giving reasonable prior notice.
2. Notwithstanding the provisions of the preceding Article, the User Company or the Company may cancel the Agreement with immediate effect and without making any demands of the other party by notice to the other party when any of the following circumstances have come to apply to the other party:
  1. It has violated the provisions of the HRMOS Agreement or the Original Terms, etc.;
  2. it has been subjected to seizure, provisional seizure, provisional disposition or disposition for non-payment of taxes and public dues, etc., or it is the subject of or has itself filed a petition for bankruptcy, civil rehabilitation, special liquidation or corporate reorganization;
  3. its bills or checks have been dishonored, or it has otherwise become insolvent;
  4. it has transferred all or an important part of its business;
  5. there has been a major change to its business environment along with merger or business abolition, etc.; or
  6. there is no prospect of it performing other matters prescribed in these Terms of Use.

3. The Company may cancel the Agreement with immediate effect and without making any demands of the User Company by notice to the User Company if the User Company has engaged in acts contrary to laws and regulations or other social norms in addition to the acts prescribed in each item of the preceding paragraph; if the User Company has canceled an informal offer, has suspended recruitment or has engaged in any other undesirable acts in its recruitment activities such as discriminating against job seekers; or if the Company has determined on the basis of complaints from third parties or trouble caused by the User Company, etc. that the User Company's use of BizReach Systems, HRMOS Recruitment or the Service may affect the credit, etc. of the Company, etc.

## **Survival Clause**

The provisions set forth in paragraph 2 and paragraph 4 of Article 6 (Use of Third-Party Services), Article 7 (Disclaimer) and this Article shall remain in full force and effect even after the termination of the Agreement.

## **Relationship with the Original Terms, etc.**

The User Company shall comply with the Original Terms, etc. with respect to matters relating to the Service not provided for in these Terms of Use. However, these Terms of Use shall be given precedence in the case there is a conflict between these Terms of Use and the Original Terms, etc.

## **Prohibition of the Transfer of Rights and Obligations**

The User Company must not assign, lend, or pledge any rights or obligations based on its standing under the Agreement to any third party without the prior written approval of the Company.

## **Revision to These Terms**

1. The Company reserves the right to revise the content of these Terms of Use as necessary.
2. If the Company has revised these Terms of Use, then the User Company must notify the Company in writing of whether or not it accepts of the revised terms within 1 month after the Company has given notice of the revision (including in the case the revised terms are presented in a location accessible to the User Company with its HRMOS Recruitment ID, etc.)
3. The revised terms shall have effect from the date of application specified by the Company in advance in the case the Company has received notice of the User Company's acceptance of the revised terms or in the case the User Company did not issue written notice of acceptance within 1 month in accordance with provisions of the preceding paragraph.
4. This Agreement shall be terminated on the day prior to the date of application of the revised terms specified by the Company in advance in the case the Company has received notice of the User Company's rejection of the revised terms or in other cases not prescribed in the preceding paragraph.