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Overview

This is an agreement between Remote Europe Holding B.V (**Remote, We, Us, Our**), and the User (**User, You or Your**), setting out the general Terms of Your use (**Terms**) of the remote.com website (**Platform**), and any of Our products or services (collectively, **Product**). For the avoidance of doubt, **Product** excludes any Third party Services (defined below).

Where other terms for services have been agreed with Us, those terms shall take precedence over these Terms, where they conflict.

Contact Information

Remote Europe Holding B.V.

Address: Kraijenhoffstraat 137A,1018RG, Amsterdam, the Netherlands

Represented by: Job van der Voort

Entry in: Kamer van Koophandel

Registered Number: 0860597155

VAT Number: NL 860597155B01

www.remote.com/contact-us

email: help@remote.com

Acceptance of these Terms

By accessing or using the Platform or Product, You acknowledge that You have read, understood, and agree to be bound by these Terms.

If You do not agree to abide by the Terms, You are not authorized to use or access the Platform and any of the Product.

Should You have been invited to the Platform by one of Our clients, and wish to terminate Your account at any time, including due to a disagreement with any updates to these Terms, please reach out to the client. These Terms shall otherwise remain in effect until such client's subscription for You terminates, or Your access to the Platform has been terminated by the client or Us.

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If You access or use the Platform from a jurisdiction where English is not commonly used, it is Your responsibility to ensure You understand the content of these Terms. In the event of any dispute or ambiguity, the English version shall prevail.

iOS App terms

If You access or use the Platform via an iOS device, the following terms apply:

1. These Terms are between You and Remote, not Apple Inc (Apple). Apple has no responsibility for the Platform or its content.
2. Your use of the Platform must comply with the App Store Terms of Service.
3. We are responsible for:
 - The Platform and any content;
 - Providing any maintenance or support;
 - Addressing any claims by You or a third party related to the Platform, including product liability, legal compliance, or consumer protection claims;
 - Investigating and resolving any claims that the Platform infringes a third party's intellectual property rights.
4. You acknowledge that Apple has no obligation to provide any maintenance or support services for the Platform.
5. To the maximum extent permitted by law, Apple will have no warranty obligation with respect to the Platform.
6. Apple and its subsidiaries are third-party beneficiaries to these Terms and may enforce these Terms against You as such a beneficiary.

Accounts and membership

By using the Platform and Our Product, You warrant and represent that You are at least 18 years of age, that You have full authority to enter into these Terms, and perform Your obligations. In turn, We warrant and represent that We have full authority to perform the services under these Terms. If You create an account on the Platform, You are responsible for maintaining the security of Your account and You are fully responsible for all activities that occur under the account and any other actions taken in connection with it. Providing false contact information of any kind may result in the termination of Your account. You must immediately notify Us of any unauthorized uses of Your account or any other breaches of security. We will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.

Because We value great relationships and transparency, the provision of Our Product is subject to a compliance check (KYC), following which We may suspend or cancel Your account, should We deem the check not satisfactory. You therefore warrant and represent that You are in good standing under the laws of the jurisdiction in which You are present, and/or using the platform, and You have not, or will You enter into any agreement that would prevent You from complying

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with or performing Your obligations under these Terms. We may suspend, disable, or delete Your account (or any part thereof) and discontinue any Services, if we determine that You have violated any provision of these Terms, any other terms You have agreed to, or that Your conduct or content would damage Our reputation and goodwill.

Roles, access and permissions

If You are creating an account on behalf of a company, You must designate an owner with full administrative control (the Owner). The Owner may create and assign roles and designate one or more administrators to help manage Your account. You are responsible for assigning appropriate access and permissions to each role and for regularly reviewing each administrator's access and their permissions to ensure compliance with these Terms. You are responsible for disabling administrator access if an administrator leaves Your company.

User content

Your content:

- Isn't owned by Us;
- You are responsible for its accuracy, legality, and ownership;
- If You submit Your personal data or of other individuals, We do not own it. We will only process it as described in Our privacy policy, and in the privacy and data processing section of these Terms;
- You may create, generate, upload, and share content within the Platform; and
- If You are a client, You may download Your content at any time during Your subscription term.

Content moderation

You acknowledge that Our Platform may contain content that is inaccurate, incomplete, fraudulent, or illegal and that We are not responsible for content shared by other users. We may moderate content on the Platform and also use automated tools to review such content to ensure compliance with Our Terms, Our policies, including Our [Community Guidelines](#), and applicable law, and reserve the right to take action against content that violates these standards, including deleting, archiving, removing or disabling access to such content. We cannot guarantee the prevention of improper use of Our Platform and You acknowledge that we are not responsible for such actions. If You delete content, We will use reasonable efforts to remove it from the Platform, but You acknowledge that caching or references to the content may not be made immediately unavailable.

Report content

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If You believe that any content on the Platform violates Your rights, is illegal, or does not comply with Our Terms, Our policies, including [Community Guidelines](#), or applicable law, You may report such content on the Platform. If We determine that the reported content has violated Our Terms, policies, or applicable law, we may remove such content or take any other appropriate action, including removing the offending account.

Report copyright infringement

If You believe that any content on the Platform has violated Your copyright, please contact us at legal@remote.com and provide Us with the following information:

1. Tell Us about the original work You believe is being copied or infringed.
2. Let Us know what content You think is a copy of Your work and where We can find it on Our Platform.
3. Provide Your name, address, phone number, and email address.
4. State that You have a good faith belief that the use of the content is not allowed by the copyright owner, their agent, or the law.
5. State that the information is true, and under penalty of perjury, that You have the right to act for the copyright owner.
6. Include Your signature (physical or electronic) or the signature of someone allowed to act for the copyright owners.

If You believe that Your content was improperly removed or disabled, You may submit a counter-notification to legal@remote.com. Please provide Us with the following information:

1. Tell Us what content was removed and where it was before.
2. Give Us Your name, address, phone number, and email address.
3. State that the information is true, and under penalty of perjury, You have a good faith belief that the content was removed due error or misidentification.
4. Provide Your signature (physical or electronic).

Usage restrictions

In connection with Your use of the Platform, Product and any Remote content, You will not, and will not permit any third party to:

- Do anything or upload any content that infringes or violate Our intellectual property, and intellectual property rights of a third party;
- Create one or more accounts for other commercial or illegitimate purposes;
- Reverse engineer, copy, modify, data scape, automate, re-sell, share, or create derivative works of the Platform, Product or any Remote content in any way;
- Do anything unlawful or illegal, fraudulent, harmful, threatening, defamatory, discriminatory, or offensive and as such negatively impact Yours or Our public image;

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- Use the Platform in any manner that would subject Remote to laws that would otherwise not apply to Remote;
- Solicit others to perform or participate in any unlawful acts;
- Submit false or misleading information;
- Provide individualized advice concerning benefits, pay, or leave eligibility;
- Provide legal, tax, or financial advice;
- Fully automate decision making that adversely impacts an individual's legal rights or otherwise creates or modifies a binding, enforceable obligation, including any determinations about a person's rights to education, essential services, employment, financial services, credit, insurance, housing, and healthcare;
- Evaluate or classify individuals based on known, inferred, or predicted personal or personality characteristics;
- Seek or provide medical advice or medical results interpretation;
- Raise complaints or concerns for Your employer or an outside agency to consider;
- Effect any obscene or immoral purpose; and
- Access or use the Platform to build, develop or assist in creating a competing product or service.

Prohibited Uses

You will not, directly or indirectly, use the Platform or any Remote services for any unlawful, improper, or unethical purpose, including, without limitation, the following activities:

- **Money Laundering:** Engaging in any activity designed to disguise the origins of illicit or illegally obtained funds or to make such funds appear legitimate;
- **Fraud:** Participating in any act of deception intended to secure an unfair or unlawful financial or personal gain;
- **Violations of Sanctions:** Breaching any applicable sanctions, embargoes, or other restrictions imposed by national or international authorities;
- **National Security or Governmental Orders:** Undertaking any activity that violates national security laws, government orders, or other legal directives;
- **Bribery and Corruption:** Offering, giving, receiving, or soliciting anything of value as a means of influencing the actions of an individual or entity;
- **Harassment and Discrimination:** Using the Platform to: harass, victimize, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate against individuals or groups, based on gender, sexual orientation, religion, ethnicity, race, age, national origin, disability, or other actual or perceived characteristics, discourage whistleblowing, or engage any form of unlawful discrimination against any individual or group, including acts committed by You, Your Service Providers (whether engaged through Remote or otherwise), or Your agents;
 - Violate our Abusive Customer Behaviour Policy available [here](#).
- **Spamming or Unauthorized Communications:** Sending unsolicited, deceptive, or harmful communications, including spam, phishing, or other forms of unauthorized advertising or promotional materials;

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- **Cybersecurity Violations:**
 - Attempting to gain unauthorized access to the Platform or its associated systems;
 - Distributing viruses, malware, ransomware, or other harmful or malicious code;
- **Engaging in denial-of-service (DoS):** DOS attacks or other activities that disrupt the operation of the Platform or services;
- **Illegal or Prohibited Goods and Services:** Using the Platform to facilitate transactions involving illegal or prohibited goods or services, including but not limited to weapons, drugs, counterfeit goods, or other restricted items;
- **Terrorism or Criminal Activities:** Supporting, promoting, or engaging in terrorist activities, organized crime, or any other unlawful activity;
- **Tax Evasion:** Facilitating or participating in activities designed to evade taxes or other legal financial obligations;
- **Abuse of Platform Features:** Misusing or abusing the Platform's features or functionalities in a manner inconsistent with its intended purpose, including attempting to manipulate fees, circumvent contractual terms, or bypass monitoring systems; and
- **Impersonation or Misrepresentation:** Misrepresenting Your identity, affiliation, or authority, or impersonating any individual, organization, or entity.

You agree that Your use of the Platform will comply with all applicable laws.

Sanctions, Export Controls, and Restricted Access

You represent and warrant that You are not:

- located in, organized under the laws of, or ordinarily resident in any country or territory subject to comprehensive sanctions or embargoes administered by the United States, United Kingdom, European Union, or Canada (such as, for example, Belarus, Cuba, Iran, North Korea, Russia, Syria, or the Crimea, Donetsk, and Luhansk regions of Ukraine); or
- individually subject to any targeted or sectoral sanctions, or identified on, or owned or controlled by any person or entity identified on, any restricted party or sanctions list maintained by the above jurisdictions.

You agree that You will not access, use, share, provision, or otherwise make available the Platform or Services:

- to or for the benefit of any such restricted person, entity, or jurisdiction; or
- in violation of any applicable sanctions, export control, or trade compliance laws.

You further agree not to use methods to circumvent these restrictions, including the use of VPNs, proxy servers, or other techniques intended to obscure Your true location or identity.

Consequences (of any violation to these Terms)

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If You violate any of the above restrictions or do anything else We reasonably believe to be harmful or illegitimate We may suspend Your access to the Platform, and We may subsequently terminate these Terms. Such termination shall be without liability to You.

We may suspend, disable, or delete Your account (or any part thereof) and discontinue any access to any of Our Product, if We determine that You have violated any provision of these Terms, any other terms You have agreed to with Us, or that Your conduct or content would damage Our reputation and goodwill.

- If We delete Your account for the foregoing reasons, You may not re-register for Our Services; and
- We may block Your email address and Internet protocol address to prevent further registration

Our intellectual property rights

We retain all rights, title, and interest, including all intellectual property rights, in and to the Platform, Product, Remote content, and all related technology and materials, including any enhancements, modifications, or derivative works. These Terms do not grant You any ownership rights in the Platform, Product, or Remote content. All rights not expressly granted to You are reserved.

You acknowledge and agree that any suggestions, ideas, feedback, or recommendations You provide regarding the Platform (“Customer Feedback”) will be Our exclusive property. We may use, modify, implement, and commercialize such Customer Feedback for any purpose without obligation or attribution.

Billing and payments

You shall pay all fees or charges to Your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. If auto-renewal is enabled for the Product You have requested, You will be charged automatically in accordance with the terms You agreed to. If, in Our judgment, any of Your payments or transactions constitute a high-risk transaction, We will require You to provide us with a copy of Your valid government-issued photo identification, and any other additional documents required by Us, to verify compliance with applicable laws, policies and procedures. We reserve the right to change Our Product and Product pricing at any time.

We may, in Our sole discretion, limit or cancel access to Our Product purchased per person or entity. These restrictions may include a Product requested by or under the same customer account, the same credit card, and that uses the same billing and/or shipping address. In the event that We make a change to or remove a Product, We will notify You by the e-mail and/or billing address/phone number listed on the Platform or provided at the time the Product was requested.

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If You are a user using Our payment services, and it is required as part of the Product You avail from Us, You hereby authorize Us to act and hold ourselves out to be Your payment collection agent (“Payment Collection Agent”), and to hold and receive funds on Your behalf, for the limited purpose of facilitating payments for services You may provide to other entities on or off the Platform (“Service Recipients”).

In the capacity of Your Payment Collection Agent, in Our contract management product, Our role shall be limited to transferring payments received from Your Service Recipients to Your designated account(s) either directly, or through its payment partners, and its obligation to pay You is subject to and conditional upon successful receipt of such payments from the Service Recipients. We shall not be liable for any acts or omissions by You in the performance of Your services to Service Recipient, or any unpaid or disputed fees arising out of disputes between You and the Service Recipient.

The receipt of funds by Us from Service Recipients on Your behalf, shall be considered and deemed for all purposes to be full and complete payment of funds to You, and Service Recipients shall be relieved of any and all risk of loss immediately upon payment to Remote, as if Service Recipients had delivered funds directly to You.

You shall advise Service Recipients that payments to Remote will be deemed payment directly to You and will discharge Service Recipients of all payment obligations to You by the amount of the payment received by Us.

Upon receipt of funds from Service Recipients by Us on Your behalf, We shall contemporaneously issue a receipt or confirmation to Service Recipients acknowledging such receipt of funds, and confirming that such receipt is deemed payment to You, and that the Service Recipient shall be relieved of all risk of loss arising from the subsequent transfer of such funds to You. Payment services for contractors are powered by Our partner, Stripe, whose licenses can be found [here](#) and by Wise, whose licenses and coverage can be found [here](#).

Payment services (for customers outside the US) for Our Payroll Product are powered by Nium **whose licenses and coverage can be found at <https://www.nium.com/licenses>**. You will be prompted to accept **Nium’s Terms and Conditions** [here](#) during Your on-boarding. For payments made out of the UK, the electronic money accounts and related payment services are provided by Nium Fintech Limited. Nium Fintech Limited is a company registered in England with company number 09039850, authorized and regulated by the Financial Conduct Authority as an Electronic Money Institution (Firm Reference Number: 901024.). For payments made out of the EU, the electronic money accounts and related payment services are provided by UAB Nium EU. UAB Nium EU is a company registered in Lithuania with company number 304548794, is authorized as an electronic money institution (License No. 14 issued on 29 September 2017 by the Bank of Lithuania).

Accuracy of information and backups

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Occasionally there may be information on the Platform that contains typographical errors, inaccuracies or omissions that may relate to promotions and offers. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information. We undertake no obligation to update, amend or clarify information on the Platform including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Platform should be taken to indicate that all information on the Website or on any related Product have been modified or updated.

We will not be liable for any acts or omissions by You, including processing of payments to You on the basis of inaccurate information on Your account, or any damages of any kind incurred as a result of such acts or omissions.

While We regularly back up the Platform and its content and will do Our best to ensure availability, completeness and accuracy, the Platform is not a storage service and We do not guarantee the availability, retention, display, or provision of copies of Your content, except as required by applicable law. If there's a hardware issue or data loss, we'll automatically restore backups to minimize disruptions. You are solely responsible for maintaining backups of Your content. We reserve the right to delete Your content at Our discretion.

Third-Party Services

The Platform may provide links, integrations, or application programming interfaces (**APIs**) that connect to third-party websites, tools, or platforms (**Third-Party Platform**). We may also engage or refer You to third-party vendors or partners to deliver or support Our Services (**Third-Party Vendor**). Collectively, these are referred to as **Third-Party Services**.

We do not imply approval or association, nor do We warrant association unless expressly stated. We do not control, endorse, or assume liability for any Third-Party Services, nor do We make any representations or warranties unless expressly stated in writing. Your use of Third-Party Services may involve sharing data between Our Platform and the Third-Party Service. We are not responsible for the privacy practices, policies or data handling of Third Party Services.

We are not responsible for offerings, products, services, actions, or content of Third Party Services. We do not guarantee the availability, functionality, or security of any Third Party Service and We are not responsible for any damages or losses that may arise from Your use of a Third Party Service.

Your interaction or agreement with a Third Party Service is solely between You and the Third Party Service. We disclaim any responsibility or liability in connection with these interactions. It is Your responsibility to review and agree to the terms and conditions of any Third Party Service before engaging with them.

Your use of a Third Party Service is "as is" and at Your own risk.

Users of the Platform via API integration

If you are using Our Product via a full or partial integration of Our API with another web platform or provider (**External Provider**), You agree to be bound by these Terms, and acknowledge that Your access to Our Product and Our Platform may be limited by the functionality and capabilities of the API. You acknowledge that We have no control over External Providers or the availability of External Providers. We may add or remove an External Provider at any time.

You also acknowledge that Your use of Our Platform will be expected to comply with these Terms, including the restrictions and prohibited uses detailed herein.

Disclaimer of warranty

YOU USE OUR PLATFORM, PRODUCT AND CONTENT AT YOUR OWN RISK. THEY ARE PROVIDED 'AS IS' AND 'AS AVAILABLE', WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED.

WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT:

- WE DO NOT OFFER LEGAL, TAX, OR ACCOUNTING ADVICE, AND ARE NOT PERMITTED TO ENGAGE IN THE PRACTICE OF LAW;
- OUR INFORMATION ISN'T A SUBSTITUTE FOR ATTORNEY OR PROFESSIONAL ADVICE;
- WE STRIVE FOR ACCURACY, BUT THE INFORMATION AND CONTENT WE PROVIDE AREN'T GUARANTEED TO BE CORRECT, COMPLETE, TIMELY OR UP-TO-DATE. THIS INCLUDES WITHOUT LIMITATION, AUTOMATIC TIME OFF SETTINGS IN SELECT SUPPORTED COUNTRIES, WHICH ARE ADJUSTED TO REFLECT GENERAL STATUTORY REQUIREMENTS. YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE INFORMATION OR CONTENT WE PROVIDE VIA THE PLATFORM AND PRODUCT, INCLUDING THE OUTPUTS FROM THE AI SERVICES. WE DON'T PROMISE ANY SPECIFIC RESULTS, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING IMPLIED ONES LIKE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT;
- WE MAKE NO WARRANTY THAT A PRODUCT REQUESTED ON THE PLATFORM WILL MEET YOUR REQUIREMENTS, OR THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE DO NOT GUARANTEE CONTINUOUS AVAILABILITY OR PERFORMANCE OF THE PLATFORM OR OUR PRODUCT, NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM OR OUR PRODUCT, OR THE ACCURACY, RELIABILITY, OR LEGAL VALIDITY OF ANY INFORMATION OR OUTPUT, INCLUDING, WITHOUT LIMITATION, OUTPUT GENERATED BY AI SERVICES OR E-SIGNATURE FUNCTIONALITY. WE DO NOT GUARANTEE THAT ANY DEFECTS WILL BE CORRECTED;

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- YOU ARE RESPONSIBLE FOR ANY DATA DOWNLOADED AND ANY SUCH DOWNLOAD IS DONE AT YOUR OWN RISK;
- WE MAKE NO WARRANTY REGARDING ANY PRODUCT REQUESTED OR OBTAINED THROUGH THE PLATFORM OR ANY TRANSACTIONS ENTERED INTO THROUGH THE PRODUCT;
- THE GUIDANCE AND INFORMATION PROVIDED BY US AND/OR OUTPUTS CREATED VIA OUR AI SERVICES DO NOT CREATE NEW WARRANTIES;
- WE MAKE NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR OTHERWISE, WITH RESPECT TO ANY THIRD PARTY SERVICES, ALL OF WHICH ARE PROVIDED “AS IS”;
- WE DO NOT WARRANT THAT ANY USE OF THE PLATFORM OR OUR PRODUCT WILL RESULT IN YOU SECURING ANY EMPLOYMENT, OR INCREASE YOUR LIKELIHOOD OF SECURING ANY EMPLOYMENT;
- WE MAKE NO GUARANTEE THAT YOU WILL BE MATCHED WITH A POSITION THAT MEETS YOUR REQUIREMENTS OR MATCHED AT ALL;
- WE HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO YOUR EMPLOYMENT RELATIONSHIP, WHICH IS SOLELY BETWEEN YOU AND YOUR EMPLOYER;
- WE DO NOT REVIEW, VALIDATE, OR GUARANTEE THE ACCURACY, LEGALITY, OR ENFORCEABILITY OF ANY CONTENT YOU CREATE, GENERATE, UPLOAD OR SHARE TO THE PLATFORM; NOR ARE WE RESPONSIBLE FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN YOUR CONTENT, INCLUDING PERSONAL DATA, UPLOADED TO THE PLATFORM; and
- ANY DECISION MADE BASED ON YOUR CONTENT IS YOUR SOLE RESPONSIBILITY.

Indemnity

You and any of Your affiliates will indemnify, defend, and hold harmless Us and Our employees, agents, directors, officers, and representatives against any third party claims, including all losses, damages, liabilities, costs, and reasonable legal fees to the extent they are due to a breach or violation of these Terms of Use.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will We, Our affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use or content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, fraud, negligence or otherwise, even if Remote, has been advised as to the possibility of such damages or could have foreseen such damages.

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To the extent permitted by law, Our aggregate liability for Your use of the Platform is limited to the Service Fees actually paid by You to Us for the Service being used, for the one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate You for any losses or fails of its essential purpose. These limitations apply regardless of the form of action and whether or not We were advised of the possibility of such damages.

Platform availability

We shall make the functionality of the Platform available to You pursuant to this agreement, and We shall use commercially reasonable efforts to always make the Platform available, except for:

(i) scheduled downtime (of which We shall, to the extent practicable, schedule so as not to adversely affect You); and

(ii) as set forth in these Terms.

We warrant that the Platform shall have an uptime of not less than 99.5% per month (resulting in a downtime of not more than 0.5% per month) (**Service Availability**).

You may bring forth any claim of excessive downtime by submitting the details of such downtime for Our reference. We must receive such claims by the end of the calendar month, following the month in which the alleged downtime occurred. After Our investigation of such claims, should We determine We have not met the uptime requirement set forth herein, You may, as the exclusive remedy, be entitled to credit of which the issuance shall remain at Our discretion. Any credit shall only be reflected as part of any fees paid for any Product You request on the Platform. We may, at Our own sole discretion, announce additional performance targets for the Platform, and shall use commercially reasonable efforts to meet those targets. It is agreed that the additional performance targets may be amended by Us at any time and at Our sole discretion and that Our failure to meet those targets shall not entitle You to a refund of any fees paid under any agreement with Us or any Addendum.

Our commitments

Sustainability

We have the intention to combine economic success with ecological, human, governance, and social sustainability success. In this context, We are committed to evaluating Our business practices and taking responsible action in regards to its environmental, social, and corporate governance (**ESG**) implications.

Therefore, We have the intention to commit to:

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- Measuring the carbon footprint of Our business activities by using an appropriate assessment framework;
- Evaluating and implementing measures to reduce Our carbon footprint as much as possible. Preferably with yearly targets, that include the business model/product implications; and
- Achieving Net Zero in a reasonable time frame, compensating for the not reduced calculated emissions

Anti-slavery

We are committed to complying with anti slavery laws. While providing You with Our Product, We will follow all applicable anti-slavery and human trafficking laws, including the U.K. Modern Slavery Act 2015. We maintain a zero-tolerance policy for anti slavery policies, and may cancel Your use of the Platform if You violate this. We will also use all reasonable endeavors to ensure Our contractors comply with these policies.

Anti-harassment

We are committed to maintaining an inclusive and respectful workplace. We do not tolerate any type of harassment. Harassment based on race, gender, religion, disability, age, or any other protected characteristic is strictly prohibited. By using Our Platform, You also agree to adhere to Our values on anti-harassment. If You experience any harassment, please reach out to Our helpdesk immediately.

Anti-corruption

We are committed to the highest standards of ethics and integrity. We strictly prohibit any form of bribery, corruption, or unethical behavior in all of Our business activities.

By using Our Platform, You agree to comply with all applicable anti-corruption laws and regulations.

We maintain a zero-tolerance policy for corruption, and may cancel Your use of the Platform if You violate this.

Severability

Rights and restrictions contained in these Terms apply as long as they follow laws and won't make these Terms illegal, invalid or unenforceable.

If a competent court decides any part or provision of these Terms is invalid, the rest of the Terms shall stand and remain in full force and effect.

Governing Law

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The formation, interpretation, and performance of these Terms and any disputes arising out of it shall be governed by the laws of **England and Wales**.

Dispute Resolution

The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be subject to **arbitration or mediation in England and Wales**, and You shall submit to the arbitration rules of such jurisdiction.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

Changes and amendments

We reserve the right to modify these Terms and any policies relating to the Platform at any time.

Continued use of the Platform after any such changes shall constitute Your consent to such changes.

Special Terms for specific users and specific features

AI Services

You acknowledge that Our Product may contain features that utilize artificial intelligence and deep learning platforms, algorithms, tools and models (**AI Services**) to generate outputs (**Outputs**) based on the content, prompts, and other inputs You submit to it (collectively, **Inputs**). The AI Services may include tools, services, platforms, models, or functionality provided by third parties (such third-party AI Services, **Third Party Services** and such parties, **Third Party Providers**).

You, and not Remote, are solely responsible for all Input that You make available through or to the AI Services and for following any other internal policies or agreements You have agreed to with respect to such Input (such as any applicable confidentiality, employee, or third-party policies). You acknowledge and agree that Remote may share such Input with Third Party Providers to provide You with the AI Services. Your Input may be used by Remote to train and improve its AI Services and the underlying artificial intelligence models, algorithms, and related technology, products and services. You hereby grant us a non-exclusive, perpetual, irrevocable, royalty-free, fully paid, worldwide, sublicensable (through multiple tiers) right and license to use and otherwise exploit any of Your submitted content (including Inputs), as well as any Outputs for training and fine-tuning artificial intelligence or machine learning models, for product development and improvement, and for marketing. You represent that You own and/or have sufficient rights to provide Remote and its Third Party Providers with such Input for use in accordance with these Terms. Because the AI Services may leverage Third Party Services,

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Remote will have no liability for the unavailability of the AI Services or any underlying technology. Further, Remote will have no responsibility or liability for any acts or omissions of any Third Party Providers, or for any Third Party Services.

WITHOUT LIMITING THE DISCLAIMERS SET FORTH IN THESE TERMS, YOU ACKNOWLEDGE THAT THE OUTPUTS ARE BASED ON YOUR INPUTS, AND THAT REMOTE HAS NO CONTROL OVER ANY SUCH INPUTS. ACCORDINGLY, ALL OUTPUTS ARE PROVIDED “**AS IS**” AND WITH “**ALL FAULTS**,” AND REMOTE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WITH RESPECT TO ANY INPUTS OR OUTPUTS, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, TRUTHFULNESS, TIMELINESS, OR SUITABILITY. YOU ASSUME ALL RISKS ASSOCIATED WITH YOUR USE OF THE AI SERVICES AND ANY OUTPUTS AND ARE RESPONSIBLE FOR REVIEWING ALL SUCH OUTPUTS AND EXERCISING YOUR JUDGMENT AND/OR CONSULTING A PROFESSIONAL AS TO ITS SUITABILITY. **THE LAWS AND REGULATIONS GOVERNING USE OF GENERATIVE ARTIFICIAL INTELLIGENCE ARE RAPIDLY EVOLVING, AND REMOTE DOES NOT GUARANTEE THAT YOUR USE OF THE AI SERVICES OR OUTPUT WILL COMPLY WITH APPLICABLE LAWS AND REGULATIONS OR THAT FUTURE LAWS AND REGULATIONS WILL NOT IMPACT YOUR USE THEREOF. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE AI SERVICES AND ANY OUTPUT COMPLIES WITH ALL APPLICABLE LAWS.**

Our Platform is a powerful tool that can be used by employees to help find answers to common questions. However, it is important to remember that Our AI Services are not a replacement for human professionals, including Our clients’ HR teams. If You have: (i) an individualized question, including questions concerning Your benefits, pay, or leave, (ii) a time sensitive issue, or (iii) a concern or a complaint, please raise those directly with Your HR team.

Contractors

If You are a contractor of Our Client registered on the Platform, You authorize Us to digitally send You any document required to be shared with You under local tax regulations and applicable law, at any time in the period in which You use Our Product.

Users of Remote Recruit (also known as Remote Talent)

You grant Us a worldwide, fully paid, non-exclusive, transferable, and sublicensable right and license to use, copy, reproduce, modify, reformat, distribute, perform, share and display Your content You submit on the Platform, including but not limited to, Your profile or Your job posting (as applicable).

You grant us the right to use Your content to make recommendations in order to provide the services, including candidate or job recommendations. If You are a candidate, we recommend keeping Your profile information accurate and up-to-date to enhance the accuracy and relevance of the recommendations provided.

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If You are a candidate using Remote Recruit, You acknowledge that:

1. Some job listings on Remote Recruit are submitted by third-party employers. We do not guarantee, endorse, or verify the accuracy, completeness, or real-time availability of any role or the reliability of any employer;
2. The hiring and application process for any role listed on Remote Recruit is managed directly by the respective employer. We are not responsible for, nor do We have any control over, the selection process, interviews, or any decisions made by employers;
3. If You choose to apply to a role listed on Remote Recruit , Your personal data will be processed in accordance with the employer's privacy policy and shared with the employer;
4. We may use artificial intelligence for various purposes to deliver Our Product. This could include:
 - To enhance Your user experience and keep Our site secure and safe;
 - To evaluate, Your match for any role listed on Remote Recruit . This could include building a profile based on Your skills and Your ideal remote setup, smart filtering and pre-filtering jobs for You;
 - To review the Input You upload on Our Platform to ensure it meets our quality and formatting standards;
 - To better match Your profile with jobs based on deeper insights from Your profiles and preferences;
 - To analyze past hiring patterns and Your performance to enhance matching accuracy;
 - To screen any reviews You share with us to ensure they do not contain confidential or harmful information; and
 - To prevent and detect a breach in Our Terms or other fraudulent activities to keep Our Platform safe.

Third-Party AI Interview Tool - Apriora

We may provide You access to Apriora's AI interview tool. If You choose to access this tool, You will be redirected to Apriora's independently owned and managed website. Please note that Apriora's AI interview tool may involve automated decision-making processes.

Your use of Apriora's AI interview tool is subject to Apriora's terms and privacy policy, which You are responsible for reviewing. If You do not agree to abide by the Apriora's terms, You are not authorized to use Apriora's AI interview tool.

Your use of Apriora's AI interview tool is entirely optional.

We disclaim any responsibility for Apriora's functionality, outputs, or compliance with applicable laws.

Although automated decisions may be made based on your Input, such decisions will be limited in terms of legal effect or significance to You, unless (i) you gave Us explicit consent, (ii) it is necessary for entering into a contract, or (iii) applicable law authorizes Us to do so. Also, be

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assured that the ultimate decision regarding Your recruitment or matching will always be made by humans. While matching algorithms are used in identifying potential candidates or job matches, AI Services will not substantially assist with making the final selection or be responsible for making the final selection. Human oversight and the capacity to override automated recommendations are integral components of the system.

Platform Cookies

We use 'cookies' to monitor content and user activity. Some 'cookies' are necessary for Our services and analytics to improve the Platform.

Analytics enhance user and customer value, aiding issue resolution, misuse prevention, and assessing Product impact. They are vital for measuring the effect of Our roadmap, decisions, and integrations with third-party systems. While optional for general visitors, some 'cookies' are required for authenticated users.

For detailed information about cookies and which types of cookies We use, please read Our [cookie policy](#).

Your privacy and personal data processing

We respect privacy and strive to protect Your personal data. We are subject to Regulation (EU) 2016/679 (**GDPR**) and process personal data in compliance with it and any other applicable data protection laws. Our Platform users are 'data subjects' and have data subject rights under the GDPR. We act as a processor or controller depending on the Product We provide.

When necessary to transfer personal data outside the European Economic Area (EEA), We act in compliance with Chapter V of GDPR. More information on how We process personal data is available in Our [Privacy Policy](#).

Products

Based on the Product We provide via the Platform, We may collect and process different categories of Your personal data.

You are employed by a Remote entity

If You are in an employment relationship with a Remote entity and are registered on Our Platform as an employee, We are responsible for Your personal data on Our Platform as a controller.

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Read more about how We process personal data in Our [Privacy policy](#) including why We disclose Your personal data, such as transfers to third countries, Our retention period, and how to exercise Your data subject rights.

You are employed by Our client

If You are registered on Our Platform as an employee hired by Our client , We are authorized by Your employer to process Your personal data via Our Platform as a processor. We cannot respond to Your requests for exercising Your data subject rights under GDPR or other rights under any applicable data protection laws. Please address such requests directly to Your employer.

You are registered on Our Platform as contractor

If You are registered on Our Platform as contractor, We are authorized by the company that invited You to Our Platform to process Your personal data via Our Platform as a Processor. We cannot respond to Your requests for exercising data subject rights under GDPR or other rights under any applicable data protection laws. Please address such requests directly to the company.

You are using Freelancer Hub

If You are using Our Freelancer Hub as a freelance contractor, We are processing Your personal data as a controller under GDPR. Read more about how We process personal data in Our [Privacy policy](#).

You are using Contractor Management Protect as contractor

If You are engaged in Our Contractor Management Protect (CMP) service as a contractor, We are processing Your personal data as a controller under GDPR. Read more about how We process personal data in Our [Privacy policy](#).

You are using Remote Talent

If You are using Remote Talent (remote.com/jobs), information about how We process Your personal data can be found in Our [Privacy policy](#).

You are using Perform

If You are invited by Your employer or a company to use Perform, We are authorized by Your employer or the company to process Your personal data via Our Platform as a processor. We cannot respond to Your requests for exercising Your data subject rights under GDPR or other rights under any applicable data protection laws. Please address such requests directly to Your employer or company.

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