

Terms and Conditions

1) Preamble

This document sets out the Terms of Use ("Terms") on which the **Greek E-Commerce Association (GR.EC.A)** provides services to you ("You"), the individual or the legal entity that enters into these Terms, including without limitation, job applicants looking for a job and applying to a job opening ("Candidates") on the Website ("Website" or Careers with GR.EC.A) and companies (or GR.EC.A members) recruiting for their business and looking to hire Candidates ("Employer") by using this job board ("the Services") through the Website.

Please read these Terms very carefully before using the Website and the Services. You acknowledge and agree that by using the Website and the Services You agree that you will be bound by these Terms and your acceptance constitutes an Agreement between You and **GR.EC.A**. You warrant and represent that you have full capacity and authority to enter into these Terms on behalf of yourself or on behalf of the Company you work for, as applicable. If you don't agree with any of the terms, kindly don't use the Services.

For Employers only, any terms applicable to Candidates do not apply to You. Your use of the Services is also subject to any other contracts You may have with GR.EC.A.

For Candidates only, any terms directed to Employers do not apply to You.

2) Terms applicable to Candidates

2.1 GR.EC.A grants You, subject to these Terms, a limited, non-exclusive right to access and use the Website and the Services.

2.2 You can benefit from the Services by searching for job opportunities and applying to job openings published on the Website by submitting your personal information, such as name, email, education, experience, phone number, and attach your Resume directly to any opening that is of interest to You.

2.3 In case you apply to a job opening, you acknowledge that You provide also your personal information to the Employer, who posted the job opening. GR.EC.A does not have any control over the use of your information by the Employer.

2.4 In case You have any concerns in regard to the use of your information by the Employer or if you would like to exercise any of your rights in relation to your personal information, once you have submitted your application, you should make a request directly to the company you have applied to.

2.5 You agree that you shall use the Website or the Services, including the submission of any information by You, only for your lawful personal use to find a job and in no way in any manner that violates any applicable law or not transmit or knowingly or recklessly receive material which is obscene, threatening, offensive, defamatory, abusive, untrue, in breach of confidence, include racist or sexist content or materials. You are solely responsible for ensuring any information submitted by You is true and accurate, including the information provided in your CV. You are strongly advised not to include any sensitive personal information in your CV.

3) Special Provisions for Employers

3.1 GR.EC.A grants You, subject to these Terms, a limited, non-exclusive right to access and use the Website and the Services.

3.2 As an Employer, You have the ability to publish job openings on the Website, meaning descriptions of an employment role or positions that You seek to fill and on other job boards You agree that You are solely responsible for any content and the URLs you provide.

3.3 You hereby authorize GR.EC.A to publish on your behalf on the Website any job postings You have indicated to GR.EC.A's administrator or re-publish existing job openings you might have already published on another website directly at Careers with GR.EC.A.

3.4 You undertake full responsibility for any job opening posted on the Website and for the recruiting decisions You take as a result of any such opening. GR.EC.A has no responsibility for any employment decisions made by You in regard to any posting on the Website.

3.5 You represent and warrant that your use of the Website and the Services, including the job postings submission and any communication with the candidates comply with all applicable laws and legislation and You are solely responsible for any and all content that is posted online.

3.6 You shall not transmit or knowingly or recklessly send material which without limitation is obscene, threatening, offensive, defamatory, abusive, untrue, in breach of confidence, including racist or sexist content or materials. Additionally, you shall not harass any candidates or advocate harassment, send unsolicited emails or texts and generally contact individuals that have indicated they don't want to be contacted by You.

3.7. You undertake full responsibility in relation to the processing of Candidates' data that apply through the Website for the job postings You publish at Careers with GR.EC.A. In this context, You are responsible for informing the Candidates about the processing of their personal information by You by uploading your Privacy Policy including all necessary information about how You collect and process Candidates' data.

3.8 Crossposting:

3.8.1 By accepting these Terms, You agree that your job postings will be published by default except from the Website, also to the Workable Job Board (<https://jobs.workable.com/>) ("Third Party Job Board") and You hereby provide the relevant authorisation to the Third Party Job Board to publish your job postings, unless you decide to opt out from crossposting by contacting GR.EC.A's administrator or as otherwise indicated via the Services, in which case clause 3.8 shall not be applicable to You.

3.8.2 You acknowledge that Candidates will have the option to apply directly on the Third Party Job Board, in which case You agree to receive a copy of the application and Candidates information, in accordance with clause 6.2 below. Crossposting to the Third Party Job Board, is also subject to the Third Party Job Board Terms (available for review at <https://jobs.workable.com/terms>) and you hereby agree with such terms.

4) Data Protection

4.1 GR.EC.A will collect and process personal data of the users of the Website in accordance with its Privacy policy, which is an integral part of those terms. You acknowledge and agree that collection and processing of your personal data is required in order for GR.EC.A to offer You the Services. GR.EC.A undertakes that any processing and collection of personal data as required in order to provide the Services is in line with the requirements of the General Data Protection Regulation (EU) 2016/679 and any other applicable legislation.

4.2 In case a Candidate applies to a job opening of an Employer, Employer collects that data as a data Controller as the Term is defined under Data Protection Laws and Employer's Privacy Policy is applicable in that case to the Candidate. GR.EC.A has no responsibility over the use of such Data by the Employer and You are advised to refer to the Employer's Privacy Policy in regards to your rights.

5) Interruptions and Omissions in Service

5.1 GR.EC.A will use commercially reasonable efforts to ensure that the Website and the Services are available on an ongoing basis excluding any scheduled maintenance or any unavailability caused by third party's providers GR.EC.A relies upon.

5.2 GR.EC.A is not responsible for any errors, omissions, interruptions or delays on the Website and the Services, nor to any third party Website and has no responsibility for any loss or damages arising from such errors, omissions, interruptions, or delays on the Website and the Services.

6) Control and Removal of Content and Retention

6.1 GR.EC.A reserves the right to approve or reject the posting on the Website of any job vacancies submitted by Employers. However, unless otherwise explicitly stated by GR.EC.A, GR.EC.A assumes no obligation to screen the postings and any material submitted on the Website and cannot be deemed to endorse or approve any postings submitted to the Website by Employers or Candidates. If GR.EC.A has reason to believe that any information provided by You, including the content provided by You, is not relevant or it breaches or is likely to breach any of the provision in these Terms, GR.EC.A at its sole discretion may take any action that it deems appropriate including without limitation, to refuse to publish such content, or delete or edit such content.

6.2 Once a Candidate applies for a job opening on the Website or in case a Candidate applies directly on the Third Party Job Board, the application form including all information provided by the Candidate, will be sent to the Employer and will be accessible by the Employer by default for a maximum period of six (6) months, and after this time, the application and all information provided by the Candidate will be automatically deleted, unless the Candidate requests to withdraw its application or requests the deletion of its data at earlier point, in which case GR.EC.A will delete all data upon request. GR.EC.A has no control over Employers use and storage of your personal information, including any copies of your CV.

7) GR.EC.A's Liability

7.1 In no event shall GR.EC.A be liable to You for any damages, any indirect or consequential loss which are losses incurred as a side effect of the main loss or damage, including without limitation loss of profits, loss of data, loss of reputation, loss of opportunity and any other loss arising out from your use of the Services.

7.2 Nothing herein shall be constructed to exclude or limit GR.EC.A's liability for death or personal injury caused by its fault, any liability for fraudulent misrepresentation or any liability that cannot be excluded or limited under applicable law.

8) Indemnity

8.1 You agree to defend, indemnify, and hold GR.EC.A, its affiliates, and their respective officers, directors, employees and agents, from and against any loss, liability, claims, actions or demands, including without limitation reasonable attorneys' fees and costs, made by any third party due to or otherwise arising from your use of the Website and the Services, or arising from your breach of any provision of these Terms, including without limitation any intellectual property infringement caused by your content.

8.2 You must notify GR.EC.A immediately, once you become aware of any third-party claim against You in regard to your use of the Website and the Services.

9) Termination

9.1 These Terms are applicable to You for so long you are using the Services. For Employers only, You may terminate this Agreement any time by providing written notice in advance to GR.EC.A.

9.2 GR.EC.A shall be entitled to suspend and/or terminate your access and use of the Services if GR.EC.A has reason to believe that You have breached any of these Terms, or in case GR.EC.A elects to cease offering the Services. GR.EC.A may not provide you with notice for any such termination or suspension of the Services.

10) Disclaimer of Warranty

THE SITE AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GR.EC.A EXPRESSLY EXCLUDES ALL REPRESENTATIONS, WARRANTIES, OBLIGATIONS AND LIABILITIES IN CONNECTION WITH THE SERVICES AND THE WEBSITE.

11) Intellectual Property

11.1 The Website, including all copyright and any other intellectual property in regard to the Website and the Services, is owned by GR.EC.A, its licensors or any third-party contributors to the Website used by GR.EC.A.

11.2 By submitting any information on the Website, You hereby grant GR.EC.A, a perpetual, sub-licensable, worldwide, royalty- free license to publish and make available on the Website your information, including without limitation your name, logo, in respect of the Services, for the purpose of providing the Services.

11.3 You represent and warrant that You own your content and You have the right to grant, or that the holder of any rights, including moral rights in such content has completely and effectively waived all such rights and validly and irrevocably granted to You the right.

11.4 You are solely responsible for any and all data, information or any other content that you upload, post, or otherwise provide or store (in connection with or relating to the use of the

Services) and for any damages or harms that may arise to others by the use of your content. GR.EC.A claims no ownership and has no control over your content.

12) Links to other sites

The Website may include links to other third-party Sites, such as Employer sites, recruiting platforms, generally application tracking platforms, etc. GR.EC.A is not responsible or liable with regards to the content and activities of those sites.

13) Additional Rules

13.1 By using the Website and the Services You agree additionally that you shall not:

- (i) modify, translate, create or attempt to create derivative copies of or copy the Website in whole or in part;
- (ii) take any action that would violate the security of the Website;
- (iii) reverse engineer, decompile, disassemble or otherwise reduce the object code of the Website to source code form;
- (iv) distribute, sub-license, assign, share, timeshare, sell, rent, lease, transmit, grant a security interest in or otherwise transfer or assign any rights or obligations under these Terms.

14) Miscellaneous

14.1 The Job board is an initiative of GR.EC.A and Workable (“Workable”), the technology provider, available only to companies, members of GR.EC.A, that have expressed their interest in publishing their job openings on the Website. Your contracting party under these Terms is GR.EC.A.

14.2 In case you have already an active account at Workable, nothing herein alters your obligations as a Workable Customer, as provided in the Workable Terms and the [Workable Terms](#) are still applicable to You.

14.3 GR.EC.A and its third-party collaborators, might offer additional services to You, provided you have expressed your interest and agree to any such additional services.

14.4 GR.EC.A reserves the right to modify these Terms at any time, by revising them on the Website, provided that any such modifications do not materially change the overall functionality of the Services or substantially diminish Your rights and obligations. Any changes GR.EC.A may make to this document in the future will be notified and made available to You, via the Website.

14.5 Any notices in relation to the use of the Website and the Services, including any data deletion requests, shall be addressed at GR.EC.A at the following email: info@greekecommerce.gr.

15) Governing Law

These Terms shall be governed by and construed in accordance with Greece law and any and all claims, disputes or legal proceedings arising under these Terms shall be subject to the exclusive jurisdiction of Greek courts.

