

# Terms and Conditions for Candidates:

## Definitions:

**Candidate:** Refers to any individual engaging with the services provided by the recruitment agency with the intention of seeking employment opportunities.

**ENIT HR:** Refers to ENIT HR OÜ, a recruitment agency located at Tartu mnt 67/1-13b, Tallinn, Estonia providing job placement services to candidates.

## 1. Eligibility:

By engaging with ENIT HR, you confirm that you meet all necessary qualifications and requirements as outlined by the employer.

## 2. Accuracy of Information:

You agree to provide accurate and truthful information on all documents and forms submitted to ENIT HR, including resumes, cover letters, and application forms.

## 3. Confidentiality:

All information provided to you by ENIT HR, including job listings, employer details, and salary information, is confidential and should not be shared with third parties without explicit consent.

## 4. Consent for Representation:

By submitting your application to ENIT HR, you grant us permission to represent you to potential employers and to share your personal and professional information with them for the purpose of job placement.

## 5. Communication:

You agree to maintain open and timely communication with ENIT HR throughout the recruitment process, including responding promptly to requests for interviews, additional information, and updates on your job search status.

## 6. Interview Preparation:

While ENIT HR may provide guidance and assistance in preparing for interviews, ultimately, it is your responsibility to adequately prepare and present yourself professionally to potential employers.

## 7. Feedback:

Following interviews and interactions with employers facilitated by ENIT HR, you agree to provide honest and constructive feedback to help us improve our services and better match candidates with suitable job opportunities.

## 8. Job Offers:

If you receive a job offer through ENIT HR, you agree to promptly inform us of your decision and to communicate any negotiations or concerns regarding the offer before accepting or declining it.

#### **9. Fee Agreement:**

ENIT HR may receive compensation from employers for successful placements. However, as a candidate, you will not be charged any fees for our services.

#### **10. Legal Disclaimer:**

ENIT HR endeavors to match candidates with suitable job opportunities; however, we cannot guarantee employment or specific outcomes. We are not liable for any decisions made by employers or for any consequences resulting from interactions between candidates and employers.

#### **11. Acceptance of Terms:**

By engaging with ENIT HR and utilizing our services, you acknowledge that you have read, understood, and agree to abide by these terms and conditions.

#### **12. Data Privacy:**

ENIT HR is committed to protecting your personal information in accordance with applicable data protection laws. By engaging with our services, you consent to the collection, processing, and storage of your personal data for the purpose of job placement. We will only share your information with potential employers with your explicit consent.

#### **13. Equal Opportunity:**

ENIT HR does not discriminate on the basis of race, color, religion, gender, sexual orientation, age, national origin, disability, or any other protected status. We strive to match candidates with employers who uphold similar values of diversity and inclusion.

#### **14. Professional Conduct:**

You agree to conduct yourself in a professional manner when interacting with ENIT HR staff, employers, and other candidates. Any behavior deemed inappropriate, disrespectful, or harassing may result in termination of our services.

#### **15. Updates and Changes:**

ENIT HR reserves the right to update, modify, or amend these terms and conditions at any time without prior notice. We will notify you of any significant changes, and your continued use of our services constitutes acceptance of the revised terms.

#### **16. Termination of Services:**

ENIT HR reserves the right to terminate our services to you at any time, for any reason, including but not limited to providing false information, failure to comply with these terms and conditions, or engaging in conduct detrimental to our reputation or business interests.

## **17. Governing Law:**

These terms and conditions shall be governed by and construed in accordance with the laws of Estonia and the European Union. Any disputes arising out of or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of Estonia.

## **18. Candidate Responsibilities:**

You acknowledge that it is your responsibility to verify the accuracy and authenticity of job postings, including researching the reputation and legitimacy of employers before applying or accepting job offers.

## **19. Job Placement Guarantee:**

While ENIT HR endeavors to match candidates with suitable job opportunities, we do not guarantee job placement or specific employment outcomes. The final decision regarding hiring rests solely with the employer.

## **20. Candidate Representation:**

You agree that any information, materials, or documents provided to ENIT HR for the purpose of job placement, including resumes, portfolios, and references, are accurate and reflect your qualifications and experiences truthfully.

## **21. Non-Solicitation:**

During and after the recruitment process, you agree not to directly solicit or engage in negotiations with employers introduced to you by ENIT HR for job opportunities that are not facilitated through our services, without our prior consent.

## **22. Indemnification:**

You agree to indemnify and hold harmless ENIT HR, its officers, directors, employees, and affiliates from any claims, damages, liabilities, or expenses arising from your breach of these terms and conditions or your actions during the recruitment process.

## **23. Severability:**

If any provision of these terms and conditions is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

## **24. Entire Agreement:**

These terms and conditions constitute the entire agreement between you and ENIT HR OÜ regarding the subject matter herein and supersede all prior agreements, representations, and understandings, whether written or oral.

## **25. Waiver:**

The failure of ENIT HR to enforce any provision of these terms and conditions shall not constitute a waiver of such provision or the right to enforce it in the future.

## **26. Client Relationships:**

You agree that any introductions to potential employers facilitated by ENIT HR are for the sole purpose of job placement. Any attempt to circumvent ENIT HR and establish direct relationships with employers introduced by us may result in termination of our services and legal action.

## **27. Feedback and Testimonials:**

You consent to ENIT HR using your feedback and testimonials for promotional purposes, including but not limited to our website, marketing materials, and social media channels. Your personal information will be anonymized unless you provide explicit consent for its disclosure.

## **28. Continued Support:**

ENIT HR may provide post-placement support, including assistance with onboarding, negotiation of employment terms, and resolution of any issues that may arise during your employment. However, this support is provided at our discretion and may be subject to additional terms and conditions.

## **29. Notification of Changes:**

You agree to promptly inform ENIT HR of any changes to your contact information, employment status, or availability for job opportunities to ensure accurate and up-to-date record-keeping.

## **30. Client Satisfaction:**

ENIT HR is committed to providing high-quality services and strives for client satisfaction. If you have any concerns or complaints regarding our services, we encourage you to communicate them to us promptly so that we may address them effectively.

## **31. Modification of Services:**

ENIT HR reserves the right to modify, suspend, or discontinue any aspect of our services, including but not limited to job postings, candidate representation, and support offerings, at any time and without prior notice. We will strive to minimize disruption and communicate any significant changes to candidates in a timely manner.

## **32. Legal Binding Agreement:**

Upon acceptance of a job offer facilitated by ENIT HR, you acknowledge and agree that these terms and conditions constitute a legally binding agreement between you and ENIT HR.

## **33. Exclusive Commitment:**

By accepting a job offer through ENIT HR, you commit to entering into employment with the respective employer and refrain from seeking or accepting alternative employment opportunities for

the duration of your employment contract, unless otherwise agreed upon with ENIT HR and the employer.

#### **34. Non-Compete and Non-Disclosure:**

You agree to abide by any non-compete, non-disclosure, or confidentiality agreements required by the employer as a condition of employment. This includes refraining from engaging in activities that may compete with the employer's business interests or disclosing confidential information obtained during the course of employment.

#### **35. Consequences of Breach:**

Any breach of the agreements in section 32. - 34. , including but not limited to seeking alternative employment or violating non-compete or non-disclosure agreements, may result in legal action, termination of our services, and forfeiture of any benefits or compensation associated with the job placement.

#### **37. Data Privacy and Confidentiality:**

ENIT HR is committed to protecting your privacy and confidential information. Any personal data collected during the recruitment process will be handled in accordance with applicable data protection laws and our privacy policy. Your personal information will only be shared with potential employers with your explicit consent and will be used solely for the purpose of job placement. We will not disclose your personal information to third parties without your consent, except as required by law or as necessary to fulfill our contractual obligations.

Last update: 4th May 2024  
ENIT HR OÜ