

Terms of Service Agreement

This website (this Application) is owned and maintained by HORECA HR SOLUTIONS LTD (hereinafter referred to as HORECA HR SOLUTIONS LTD"). HORECA HR SOLUTIONS LTD provides personnel search services for hotels and cafes located in the Republic of Cyprus ("the Services"). The Services are provided by "HORECA HR SOLUTIONS LTD", a company duly incorporated in accordance with the Laws of the Republic of Cyprus and has its registered office in Cyprus.

The use and access of pages on our website and/or our Services are subject to the below terms and conditions. By using our website and/or our mobile application you agree to these terms and conditions. Please read them carefully.

The following Terms of Service, together with the Privacy Policy and all other policies referenced herein or other documents to which they refer to constitute the binding legal agreement (this "Agreement") between HORECA HR SOLUTIONS LTD, Ilia Papakyriakou,16, 2nd floor, Egkomi, 2415, Nicosia, ("HORECA HR SOLUTIONS LTD") and you ("you" or the "User") governing all use of the Lavoria online job board (the "Platform").

Using our Services

Our Services are not to be misused. This means that you should not interfere with our Services or try to access them by using a method other than the interface and the instructions that we provide. You may use our Services only as permitted by law. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its rightful owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services. Your removal, obscuring or alteration of any legal notices displayed in or along with our Services is prohibited.

In relation to your use of the Services, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications. In particular, the User's phone number can be used for sending notifications via WhatsApp, Viber, Facebook.

Our Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

Privacy and Copyright Protection

Our privacy policy explains how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that we can use such data in accordance with our privacy policy, which you must read.

The material and copyright on our website are owned by HORECA HR SOLUTIONS LTD. Reproduction in any form of any part of this website is not permitted unless for personal use only. We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the applicable laws of the Republic of Cyprus.

License to use by Job Seekers. HORECA HR SOLUTIONS LTD hereby grants you a limited, terminable, revocable, non-exclusive right to access and use the Platforms only for your personal use seeking employment opportunities for yourself, subject always to compliance with the terms of this Agreement. You agree that you are solely responsible for the content of any Profile you post to the Platform and any consequences arising from such Profile. Your use of the Platforms is a privilege. HORECA HR SOLUTIONS LTD reserves the right to suspend or terminate that privilege for any reason at any time, in its sole discretion.

We may also use the Employer's logo on our Platform and for the purposes of promotion.

Your Content in our Services

Some of our Services allow you to upload, submit, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content.

When you upload, submit, store, send or receive content to or through our Services, you give us (and those we work with) a license to use, host, store, reproduce, modify, create derivative works (such as those resulting from translations, adaptations or other changes we make so that your content works better with our Services), communicate, publish, publicly perform, publicly display and distribute such content. The rights you grant in this license are for the limited purpose of operating, promoting, and improving our Services, and to develop new ones. This license continues even if you stop using our Services. Some Services may offer you ways to access and remove content that has been provided to that Service. Make sure you have the necessary rights to grant us this license for any content that you submit to our Services.

About Software in our Services

HORECA HR SOLUTIONS LTD gives you the non-assignable and non-exclusive license to use our Services. This license is for the purpose of enabling you to use and enjoy our Services, as permitted by these terms. You may not copy, modify, distribute, sell, lease any part of our Services or software included, nor may you attempt to extract the source code of the software or reverse engineer it, unless permitted by law or you have our written permission.

Our Services

Our Services for Employers include:

- access to the Job Seekers database - access to one department for 30 days (for example, Cleaning department - Cleaner, Kitchen cleaner, Chambermaid, Gardener, PoolBoy), which is available after the vacancy is published (the vacancy is also included in the plan);

- Upgrade job post - publication of a vacancy with advanced features for 30 days allows you to display the name of the object and opportunity to receive the applications;
- access to the data of one Job Seeker - access to the Job Seeker's contact details for 30 days (phone number, e-mail, CV, if the user has filled in these details) as well as the ability to start a chat with this Job Seeker;
- promotion of vacancies in social networks - the vacancy will be published in one of our Social Media groups and paid traffic will also be attracted.

Our services for Job Seekers include:

- creating a Job Seeker profile (including information about yourself and your work experience, the ability to add a CV, as well as links to external sources);
- video CV recording;
- search and view vacancies;
- response to vacancies and show the interest;
- chats with Employers.

If you are a Job Seeker you acknowledge and agree that:

- any resume, information, data, images, photo, video CV, materials or application information (“Profile”) that you post, display, submit or otherwise make available through the Platform is subject to this Agreement. Without limiting the foregoing, however, please note that by making any Profile through the Platform, you are requesting and authorizing HORECA HR SOLUTIONS LTD to make available your Profile to any Employer in the selected geographic location;
- You acknowledge that we and Employers on the Platform rely on the accuracy and completeness of all information provided during the registration process and completing your Profile and updated on the Platform, and you warrant and represent that all information provided to us and on your Profile is accurate, complete and not misleading and remains so;
- each Employer is responsible for any position or offer listed on the Platform (“Job Listing”) and HORECA HR SOLUTIONS LTD does not guarantee the validity of any Job Listing and Job Seekers should verify the validity of any Job Listing before taking any action affecting their current employment situations;
- HORECA HR SOLUTIONS LTD does not have any obligation to screen any Job Listing, or to include any Job Listing in its search results or other listings, and may exclude or remove any Job Listing from the Platform for any or no reason;
- HORECA HR SOLUTIONS LTD assumes no responsibility, and disclaims all liability, for the content, accuracy, completeness, legality, reliability, or availability of any Job Listing or information included in HORECA HR SOLUTIONS LTD search results.

HORECA HR SOLUTIONS LTD does not verify, endorse or otherwise vouch for any Job Seeker or Employer. HORECA HR SOLUTIONS LTD makes no representation concerning Job Seeker or Employer's qualifications nor does it sanction potential Job Seeker or Employer. In the event of a dispute between you and any Job Seeker or Employer, you shall indemnify and hold harmless HORECA HR SOLUTIONS LTD arising out of or in any way connected with such disputes (including the recovery of legal costs on a solicitor own client basis).

Payment Terms

Unless otherwise specifically agreed between HORECA HR SOLUTIONS LTD and the User, the Services for Job Seekers are provided at no charge.

Employers may use the Platform at no charge during any trial phase specified by HORECA HR SOLUTIONS LTD for any particular User or type of Users. Use of the Platform upon expiration of the trial phase and/or access to certain extra Services will be subject to a charge.

If there is a charge associated with your use of the Platform or a portion of the Services, you agree to pay that charge in the specified currency. Depending on your location, some transactions might require foreign currency conversion or be processed in another country. Your bank might charge you additional fees for those services when you use a debit or credit card.

To pay the charges for a Service, you will be asked to provide a payment method at the time you sign up for that Service. By providing HORECA HR SOLUTIONS LTD with a payment method, you (i) represent that you are authorized to use the payment method that you provided and that any payment information you provide is true and accurate; (ii) authorize HORECA HR SOLUTIONS LTD to charge you for the Services using your payment method; and (iii) authorize HORECA HR SOLUTIONS LTD to charge you for any paid feature of the Services that you choose to sign up for or use. It is possible to pay with a credit card, or We may issue an Invoice. Invoice must be paid within 3 working days.

When you purchase the Services on a subscription basis (e.g., monthly, every 3 months or annually (as applicable)), you acknowledge and agree that you are authorizing recurring payment, and payments shall be made to HORECA HR SOLUTIONS LTD by the method you have chosen at the recurring intervals you have agreed to. By authorizing recurring payments, you are authorizing HORECA HR SOLUTIONS LTD to process such payments as either electronic debits or fund transfers, or as electronic drafts from your designated account (in the case of Automated Clearing House or similar payments), or as charges to your designated account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, HORECA HR SOLUTIONS LTD or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee and to process any such payment as an Electronic Payment.

We may suspend or cancel the Services if we do not receive an on-time, full payment from you

for all charges. Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of your account and the Service, including subscription Services and User Content.

All prices are exclusive of VAT (unless specified on the Platform) and subject to change at any time. HORECA HR SOLUTIONS LTD collect VAT or other indirect taxes at the applicable rate for the particular country (as per applicable tax rules) at the time of payment for a Subscription Plan. The Employer agrees to settle such taxes charged for the services to be rendered by virtue of the type of Subscription Plan chosen.

Refunds

Except as provided by law, all purchased Services, including subscriptions, are final and non-refundable. If you believe HORECA HR SOLUTIONS LTD that has charged you in error, you must contact HORECA HR SOLUTIONS LTD within 30 days of such charge. No refunds will be given for any charges more than 30 days old. HORECA HR SOLUTIONS LTD reserves the right to refuse a refund request if it reasonably believes or suspects (i) that you are trying to unfairly exploit this refund policy, for example, by making repetitive refund requests in respect of the same product or feature; (ii) that you are in breach of the terms of this Agreement; (iii) that you are using any of the Service fraudulently. If you breach any clause of this Agreement, all payments are non-refundable and we may bill you for the remainder of the payments due for the purchased Services.

Account

You will need to register with HORECA HR SOLUTIONS LTD and set up an account to access the Platform as either a Job Seeker or Employer and to use the Service and select your own sign-in ID and password to gain access to accounts. All accounts must have a valid associated email or phone.

We also may refuse to grant you a username that impersonates someone else, is protected by trademark or other proprietary right law or is vulgar or otherwise offensive. We may also release user information in the event we believe that you are in violation of this Agreement, or that you have used the Service to commit unlawful acts, or if the information is subpoenaed or otherwise requested by the authorities and/or if we deem it necessary and/or appropriate.

If you register, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by our registration form (including your email address or social network profile) and (b) be responsible for the confidentiality and use of your username and password and not transfer or resell your use of or access to the Service to any third party. HORECA HR

SOLUTIONS LTD is not responsible and disclaims all liability if your email is used improperly and falsely by a third party.

You agree to promptly update your account and other information, including your email address and payment method details, so we can complete your transactions and contact you as needed in connection with your transactions.

You cannot transfer your HORECA HR SOLUTIONS LTD account to another user or entity. To protect your account, keep your account details and password confidential. You are responsible for all activity that occurs under your HORECA HR SOLUTIONS LTD account.

You must use your HORECA HR SOLUTIONS LTD account to keep it active and unless you use the Account at least once a year we retain the right to close your account and terminate your access to the Platform and Services.

Subject to limitations of the terms of your subscriptions, you can cancel specific Services or close your HORECA HR SOLUTIONS LTD account at any time and for any reason. To close your HORECA HR SOLUTIONS LTD account, please contact HORECA HR SOLUTIONS LTD info@lavoria.com.

If your Services are cancelled or your HORECA HR SOLUTIONS LTD account is closed (whether by you or us) your right to use the Services stops immediately and your licenses end and we will delete your Content associated with your HORECA HR SOLUTIONS LTD account.

Modifying and Terminating our Services

We are constantly changing and improving our Services. Information provided on HORECA HR SOLUTIONS LTD website is believed to be reliable when posted. We cannot guarantee that information will be accurate, complete and current at all times. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

You can stop using our Services at any time you wish. We may also stop providing Services to you or add or create new limits to our Services at any time.

Our Warranties and Disclaimers

We provide our Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them.

We do not make any commitments about the content within the Services, the specific functions of the Services, or their reliability, availability, or ability to meet your needs. We provide the Services “as is”. To the extent permitted by law, we exclude all warranties.

Exclusion of Liability

HORECA HR SOLUTIONS LTD will not be liable for any loss or damage sustained by any user as a result of his or her reliance on information contained in this website.

Access to and use of our website is at the User’s own risk and HORECA HR SOLUTIONS LTD does not warrant that the use of the website or any material downloaded from it will not cause any damage to any property.

We recognize that you have legal rights as a consumer. If you are using the Services for a personal purpose, then nothing in these terms or any additional terms limits any consumer legal rights which may not be waived by contract.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify us and our affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and lawyers’ fees.

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly as they are subject to change by us without notification.

These terms control the relationship between HORECA HR SOLUTIONS LTD and you. They do not create any third- party beneficiary rights.

If you do not comply with these terms, and we do not take action right away, this does not mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

Governing Law

The operation of these terms, the use of this website and any downloads from it, shall be governed in accordance with the Laws of Cyprus. You agree that the laws of Cyprus will apply to any disputes arising out of or relating to these terms or the Services. The Cyprus courts shall have exclusive jurisdiction over any dispute arising out of your use of this website.

For information about how to contact us, please visit our contact section.

