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LEGAL

Terms of Service

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These Terms of Service ("Terms") govern your access to and use of the websites and the AI media platform operated by Recruitment Video AI (the "Service"). By creating an account, placing an order, starting a pilot, clicking to accept, or using the Service, you agree to these Terms. These Terms form a binding agreement between Recruitment Video AI ("Recruitment Video AI", "we", "us") and you as a business customer ("Customer", "you").

Recruitment Video AI — Kantonnier 12, 6661MS Elst, The Netherlands. Chamber of Commerce (KvK): 80091660. VAT: NL003391569B09. Support: niels@recruitmentvideo.ai

1. Business use only (no consumers)

The Service is offered exclusively for business-to-business use. You confirm that you act in the course of a trade, business, or profession and not as a consumer.

2. Definitions

- Account: your (team) account used to access the Service.

- Documentation: user guides and technical information we make available.
- Export: the final export or download of generated output (for example MP4) from the Service. Exports count for usage and billing.
- Credits: usage entitlements (if applicable) included in your plan.
- Input: any content you submit (for example job posts, text, prompts, logos, images, audio, overlays).
- Output: any content generated from Input (for example video, audio, images, text and variants).
- Customer Data: Input, Output, and other data stored in or processed through your Account (including personal data if you upload any).
- Subprocessor: a third party engaged by us to process Customer Data on our behalf.

3. The Service

3.1. The Service is a cloud-hosted software service that enables you to generate recruitment video ads, voice-overs, and rendered videos, and to export Output.

3.2. We may modify, update, or improve the Service. We will use reasonable efforts to maintain the core functionality.

4. Accounts and security

4.1. You are responsible for all activity under your Account and for keeping login credentials secure.

4.2. You must ensure that only authorized users access the Service.

4.3. You must notify us without undue delay if you suspect misuse or a security incident.

5. AI functionality and limitations

5.1. The Service uses generative AI. Output may be inaccurate, incomplete, non-unique, or unexpected. You remain responsible for reviewing Output and

deciding whether and how to use it.

5.2. We do not guarantee that Output is error-free, fit for a particular purpose, or non-infringing.

5.3. Output may be similar to output generated for other customers.

6. Your Input, Output, and rights

6.1. You retain all rights you have in your Input.

6.2. You grant us a non-exclusive, royalty-free license to host, process, reproduce, and transmit Input and Output solely as necessary to provide, secure, and support the Service (including rendering, storage, troubleshooting, and support).

6.3. Output ownership and use: As between you and us, we do not claim ownership of your Output. If and to the extent any rights in Output would otherwise vest in us, we grant you a worldwide, perpetual, royalty-free license to use, reproduce, distribute, and display the Output for your business purposes. This does not grant you rights in our underlying software, Templates, or know-how.

6.4. You represent and warrant that you have all necessary rights, permissions, and licenses for your Input (including copyright, trademark, portrait, music, and voice rights).

6.5. You will not upload unlawful content, or content that infringes third-party rights.

6.6. You will indemnify us against third-party claims arising from your Input or your use of Output (see Section 16).

7. Prohibited use

You must not, and must not allow others to:

- reverse engineer, decompile, or attempt to derive source code from the Service;

- scrape, crawl, or systematically extract data from the Service;
- use the Service to build a competing product based on non-public features or insights;
- bypass security, overload the Service, or otherwise abuse it;
- upload malware or illegal content;
- infringe third-party rights.

We may restrict, suspend, or terminate access for misuse or reasonable suspicion of misuse.

8. Usage: Exports and Credits

8.1. Usage is measured in Exports and/or Credits as stated in your plan or order.

8.2. Creating variants or regenerating does not count as an Export; only final exporting counts, unless agreed otherwise in writing.

9. Fees, invoicing, and payment

9.1. You must pay the fees for your plan (subscription, pilot, annual plan) as agreed in an order form, proposal, or checkout.

9.2. Invoicing is in advance monthly or annually, depending on the plan.

9.3. Payment term is 14 days from invoice date, unless agreed otherwise.

9.4. If payment is overdue, we may suspend access after notice.

9.5. Fees are exclusive of VAT and applicable taxes, unless stated otherwise.

10. Term and termination

10.1. Subscriptions continue until cancelled in accordance with the agreed notice period (if any).

10.2. We may suspend or terminate the agreement (in whole or in part) for material breach, misuse, or non-payment.

10.3. Upon termination, your right to use the Service ends. We may provide a limited window to export stored Output, unless prohibited for security or legal reasons.

10.4. Data deletion and retention are described in our Privacy Policy and/or DPA. We may retain limited data where required by law or for legitimate purposes such as security, dispute resolution, and backups.

11. Hosting, data location, and transfers

11.1. Primary storage location: Customer Data is stored in AWS regions located in the European Union. Our default deployment is AWS Europe (Ireland), region eu-west-1.

11.2. Alternative EU deployments: If you require a different EU region (for example Frankfurt, eu-central-1) or a dedicated setup, we may offer this as an enterprise option under a separate commercial agreement.

11.3. Third-party processing: Some Service features rely on third-party vendors (including AI API providers). Those vendors may process Customer Data solely to provide the requested functionality. Where vendor controls exist, we may enable settings intended to reduce or prevent the vendor from using Customer Data for model training.

11.4. International transfers: If any processing requires transfers outside the EEA, we will apply appropriate safeguards as required by applicable data protection law (for example Standard Contractual Clauses) and provide details in the DPA or upon request.

12. Privacy, GDPR roles, DPA, and subprocessors

12.1. You decide what personal data you upload to the Service. In many cases, you are the controller and we act as processor for Customer Data.

12.2. If required, the parties will enter into a data processing agreement ("DPA"). We provide a DPA upon request via support.

12.3. Subprocessors authorisation: You grant general written authorisation for us to engage Subprocessors to process Customer Data for the Service. We will make an up-to-date list of Subprocessors available upon request. We will inform you of intended material changes to Subprocessors and give you an opportunity to object.

12.4. Security incidents: If we become aware of a personal data breach affecting Customer Data, we will notify you without undue delay and provide available information reasonably required for you to meet your obligations.

12.5. Our Privacy Policy describes how we process personal data where we act as controller (for example account administration and website usage).

13. Confidentiality

Each party will keep the other party's confidential information confidential and use it only to perform the agreement. This does not apply to information that is public, independently developed, or rightfully received without confidentiality obligations.

14. Intellectual property

14.1. We retain all rights in the Service, software, Templates (technical implementation), methods, and Documentation.

14.2. We grant you a limited, non-exclusive, non-transferable right to use the Service during the term, subject to these Terms and payment of fees.

14.3. If you provide feedback, you grant us a perpetual, worldwide, royalty-free right to use it without restriction.

15. Warranty disclaimer

The Service is provided "as is" and "as available" to the maximum extent permitted by law. We do not warrant uninterrupted or error-free operation.

16. Indemnity

You will indemnify and hold Recruitment Video AI harmless from third-party claims, damages, and reasonable costs (including legal fees) arising from: (i) your Input, (ii) your use of Output, or (iii) your breach of these Terms.

17. Limitation of liability (B2B)

17.1. We are not liable for indirect or consequential damages, including loss of profit, loss of savings, reputational damage, or loss of data.

17.2. Our total liability for all claims combined is limited to the fees paid by you in the 6 months preceding the event giving rise to the claim (excluding VAT).

17.3. This limitation does not apply in cases of intent or willful misconduct by us.

18. Changes to these Terms

We may update these Terms. The current version is available at recruitmentads.com/terms. If changes are material, we will notify you by email or in-app notice. If a material change has a negative impact on you, you may terminate before the change takes effect by giving notice.

19. Governing law and jurisdiction

These Terms are governed by the laws of The Netherlands. Disputes will be submitted to the competent court in The Netherlands.

Contact

Questions about these terms or our privacy practices? Email niels@recruitmentvideo.ai.

Campaign-ready recruitment content that's on-brand, fast, and controlled.

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Create your recruitment ad

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