

Just Arrived

Terms and Conditions

Please read these Terms and Conditions (the “**Terms**”) carefully prior to using the services provided in the web application Just Arrived (the “**App**” or “**Just Arrived**”), which is managed by the Swedish limited company (the “**Company**”).

1 DEFINITIONS AND INTERPRETATION

“**you**”, “**your**”, or “**yours**” are, in these Terms, defined as the User of the App, regardless whether the User is a natural person or a company.

“**User**” is, in these Terms, defined as any user of the App.

“**User Account**” is, in these Terms, defined as an individual, password protected account used for identification of a specific User utilizing the App.

“**Content**” is, in these Terms, defined as any text, graphic, video, image or other information you or anyone else uploads and/or publishes or otherwise makes available for others via the App.

“**Principal**” is, in these Terms, defined as a company looking for labor for a specific assignment.

“**Contractor**” is, in these Terms, defined as a person seeking assignments to perform in exchange for payment.

“**Employer**” is, in these Terms, defined as a staffing agency that, in its own name, employs the Contractor and puts him/her at the Principal’s disposal for a certain assignment.

2 GENERAL

2.1 Your access to, and use of, the App requires your approval and adherence to these Terms. The Terms apply to all Users. By using the App, you accept these Terms and confirm that you understand that they do neither govern the relationship between the Employer and the Principal nor the relationship between the Contractor and the Employer.

2.2 The Company may alter these Terms by publishing the altered Terms in the App. Alterations of the Terms are automatically applicable thirty (30) days after publication in the App or after your approval. You are responsible for keeping updated about alterations. Additional terms may be applicable to your use of the App.

3 ABOUT JUST ARRIVED

3.1 Just Arrived is a web application with the purpose to facilitate contacts between companies in need of labor and individuals looking for work assignments of lesser extent. The App’s main purpose is to assist newly arrived immigrants, especially refugees, in entering the labor market by gaining work life experience, connections and references. The App is, however, open to anyone seeking work assignments of lesser extent.

3.2 By using the App, a Principal can post a job that he wants accomplished. Contractors can apply for this job, after which the Principal may choose the Contractor who he considers the best fit for the job. This Contractor is chosen in the App, to perform the work. When the Principal has made his choice, the App will send a request to the Contractor, which supplies him with more detailed information about the job, and the offer to sign a contract of employment. The contract of employment is however concluded not with the Principal, but with the Employer. In practical terms, however, the contract will be signed with the Company, who has received a power of attorney from the Employer to enter into such contracts – this means that

agreements can be signed directly in the App which is convenient for everyone. The general rules that apply to every contract of employment, can be found at the end of these Terms. However, when the individual contract of employment is concluded, the more specific provisions for the specific job will be set out, such as salary, working hours, duration of the assignment and work assignments. By agreeing to these Terms, you agree that the general provisions contained in these Terms, will apply to all assignments that you take or offer within the App.

- 3.3 Neither the Company, nor any person or company affiliated with Just Arrived, are within the frame of the App to be considered neither Principal nor Employer, neither in the general meaning of the words nor in the specific meaning specified in the Terms. Neither the Company, nor any person or company affiliated with Just Arrived, are in any way to be considered a part in any agreement between a Principal, Contractor or Employer that is entered into in connection with the App.
- 3.4 For the purpose of clarity, the fact that a contact is made via the App does not automatically mean that the Contractor will be employed by the Principal, the Company or the Employer. Accordingly, a separate contract of employment must be formed between the Contractor and the Employer.
- 3.5 Using the App to search for, or to publish, assignments is free of charge for both Contractors and Principals. However, a transaction fee to the Employer, covering the Employer's costs, is added at the time of payment for a finished assignment. Please contact the Employer if you have any questions about this.

4 USER AND USER ACCOUNTS

4.1 A Contractor must:

- a. be at least sixteen (16) years old,
- b. be entitled to work in Sweden,
- c. personally perform the assignment the Contractor has agreed to perform – it is strictly prohibited to have someone else perform an assignment in your name, and
- d. at registration of a user account provide the Company with at least the following information: i) user name, being an e-mail address ii) password, iii) full name, iv) permanent address of residency, v) Swedish personal number (sv. "personnummer") or co-ordination number (sv. "samordningsnummer") and vi) phone number. The information provided will be handled in accordance with the Swedish Privacy Act and the Company's Privacy policy.

4.2 A Principal must:

- a. be a legal entity, registered for company tax (sv. "F-skatt") in Sweden,
- b. adhere to any additional terms in a separate agreement of subscription to the App,
- c. at registration of an assignment, provide all information that, at each time, may be requested (including, but not limited to, classification of the assignment according to SSK 2012 in the classification by Statistics Sweden (Statistiska centralbyrån) see clause 10.2 below for more information) and accept full responsibility that the provided information is correct,
- d. at registration of a user account provide the Company with at least the following information: i) user name, being an e-mail address ii) password, iii) legal name and Swedish company registration number, iv) address, and v) phone number, and

e. adhere to applicable Swedish labor law.

- 4.3 The following applies to both Contractors and Principals.
- 4.4 The information you provide the Company with must be up to date and correct. You accept that you alone are responsible for any access to your User Account as well as your use of the App and for all operations and activity under your User Account. You are obligated to keep your user name and password confidential at all times.
- 4.5 The Company reserves the right to deny access to anyone. The Company furthermore reserves the right to withdraw your user name and to cancel or terminate your User Account in case of confirmed or suspected activity that may constitute a breach of these Terms, national or international laws or other regulations.
- 4.6 The Company reserves the right to use anonymized data from Users in order to improve, develop and modify the services of the Company and to compile statistics and other marketing information.

5 CHANGES IN THE APP

- 5.1 The Company reserves the right to change, abort and/or terminate functions in the App at any time, including but not limited to i) functionality, ii) functions and iii) services, with or without previous communication.
- 5.2 Any new functionality, new functions or new services launched in the App are covered by these Terms.

6 CODE OF CONDUCT

- 6.1 You must not use the App in any other way than intended, i.e. is to seek contact with a potential Contractor or Principal. You accept that you, when using or communicating via the App, are not allowed to use the App to publish, transfer or otherwise distribute illegal content.
- 6.2 You commit to the following:
 - a) Not to slander, insult, harass, threaten or in any other way violate the rights of others,
 - b) Not to in any way make public, publish or in any way express any subject, content of information about anything that is inappropriate, diminishing, offensive, obscene, pornographic, racist, terrorist, political, indecent or illegal.
 - c) Not to contribute to destructive activities such as the spread of malware, spam or any similar activity that may harm the App or its Users in any way, and
 - d) Not to use programming language or commands (including, but not limited to, advanced fonts, Java, tables and/or HTML) in messages or other communication in the App.
- 6.3 If the Company discovers you violating these Terms or any other regulations decided by the Company or its partners, the Company reserves the right to take necessary measures to limit the damage that occurs due to your breaching of the Terms including, but not limited to, terminating your User Account.

7 UPLOADED CONTENT

- 7.1 The App has functions for uploading, publishing, linking, communicating and in other ways make Content available for others. You are responsible for the Content you upload or otherwise make available through your User Account.

- 7.2 By uploading Content using the App, you warrant that you either own the Content or that you, from the owner of the Content, have been given permission to use the Content and that neither the Content nor your using of the Content constitutes a breach of local or international law.

8 INTELLECTUAL PROPERTY

- 8.1 Intellectual property rights and other material provided by the Company, including, but not limited to, copyright, trademarks and patents, as well as the App and its original content, functions, functionality and elements of design are the sole property of the Company and may not be used without prior declared consent from the Company, unless otherwise stated in clause 8.2 (considering clause 8.3).
- 8.2 The App's source code (the "**Source Code**") is Open Source, under the LGPL license (<https://www.gnu.org/licenses/agpl-3.0.en.html>) and available for use, reading, modification and distribution by anyone without license fees. Such free-of-charge use is, however, subject to certain limitations. The Source Code may not be used:
- commercially,
 - in a way that conflicts with the purpose of Just Arrived or
 - in any other way that is in conflict with either Swedish law or international law. Both Swedish law, international law and the law of another country in which the Source Code is used, must be considered if the Source Code is used in a country other than Sweden.
- 8.3 When using the Source Code in accordance with clause 8.2 the Source Code must remain Open Source and be subject to the limitations stated in these Terms. The Company reserves the right to, under any circumstances and subject only to its own discrepancy, limit or withdraw the right to use the Source Code from certain persons or entities if the Company considers the usage being in conflict with this clause 8.

9 LIMITATION OF LIABILITY

- 9.1 For the purpose of clarity, the Company in no way is responsible for any loss of salary, welfare payment or other payment or subsidy following an assignment being facilitated, or not being facilitated, through the App. The Company is in no way responsible for the issue of salary or other payments, or that taxes, payroll taxes or fees are properly payed.
- 9.2 The Company does not warrant a Principal connecting with a Contractor or vice versa.
- 9.3 The Company does not investigate, nor does it take any responsibility for, whether or not information provided by Users is accurate.
- 9.4 The Company assumes no responsibility for technical, hardware or software errors. Furthermore, the Company assumes no responsible for lost or inaccessible network connections or disconnections from your User Account. The Company does not warrant that the App will meet your demands or expectations or that the App will work continuously or be free from errors.
- 9.5 The App uses Google Translate for translation of information within the App's original content as well as communication between Users. The Company does not guarantee that the translations are correct or that they will always work as intended. You are therefore advised to use a translator or other tool that you trust, to ensure you understand the content of the App.

- 9.6 The Company assumes no responsibility for content, privacy policies or procedures by third-party web pages or services reachable by links in the App. You admit and accept that the Company is not responsible or liable, directly or indirectly, for any damage or loss caused, or allegedly caused, through or in connection with, usage of or trust in such content, goods or services available through such a web page or service.
- 9.7 The Company is not responsible or liable for any damage or loss caused by hacking, manipulation or other unauthorized access or use of the App or your User Account.

10 DAMAGES

- 10.1 You indemnify the Company with respect to any direct or indirect liability, loss, damages cost or expense that, however caused, arising out of, or in connection with i) your breach of these Terms, ii) your negligence or iii) your misuse of the App.
- 10.2 Following this, the Principal accepts the explicit responsibility for, inter alia, stating the correct classification of work (sw. "yrkesklassificering") in accordance with the Statistics Sweden's (Statistiska centralbyrån) classification SSK 2012, at the registration of an assignment. Incorrect classification may lead to damage to the Company. In the event of such damage, relating to the Principal's incorrect classification, the Company shall have the right to claim damages against said Principal. It is the obligation of the Principal to classify the assignment correctly.

11 PRIVACY

- 11.1 The Company is responsible for your personal data in accordance with the Swedish Personal Data Act (sw. personuppgiftslagen) (1998:208) and is as such responsible for the handling of the personal data you submit to the Company or that the Company in any other way collects.
- 11.2 The Company has a Privacy Policy in which is stated how the Company handles Users' personal data, see Privacy Policy.

12 LIMITATION OF ACCESS

- 12.1 The Company reserves the right to immediately limit the usage of, or access to, the App and to block, limit or delete Content, at any time, no matter the reason and without liability, if the usage or Content constitutes or could constitute a breach of these Terms, applicable local or international law or regulation.
- 12.2 The Company furthermore reserves the right to limit or block your access to the App, or to remove your User Account and uploaded Content, without previous message and without liability, if your continued use of the App threatens to harm the Company's brand or reputation.
- 12.3 The Company's pursuance of the above rights does not constitute any right to compensation.

13 TERM AND TERMINATION

- 13.1 These Terms are considered to be in effect the same day they are accepted by you, that is, when you first connect to or use the App, until your User Account is terminated.
- 13.2 A User may at any time terminate its User Account without notice.

14 SEVERABILITY

- 14.1 If any provision of these Terms should, to any extent, be considered invalid or unenforceable, such provision shall be limited, modified or severed to the minimum extent possible to ensure its validity in order for these Terms otherwise remain in full force, effect and enforceability.

15 LANGUAGE VERSIONS

- 15.1 These Terms have been established in Swedish and English. In case of discrepancies between the language versions, the Swedish version of the Terms shall prevail. If you are reading these Terms in a language other than Swedish or English, it means that the Terms have been automatically translated using Google Translate. What is stated about translations of content in clause 9.5 above applies to such translations of the Terms.

16 DISPUTES AND GOVERNING LAW

- 16.1 Swedish law is applicable to these Terms.
- 16.2 Disputes arising from these Terms shall be finally settled by a Swedish public court in accordance with conventional procedural provisions.