

Terms of Service

- Last updated: August 11, 2023

Please read these Terms of Service ("Terms") carefully before using the Opus Futura digital services and/or website ("services") operated by Opus Futura ehf. ("we," "us," or "our"). By accessing or using the services, you agree to be bound by these terms. If you do not agree with any part of these terms, you must not use the services.

1. Access and Use of the services

If you are a talent we grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the services and/or website for your personal, non-commercial use, subject to your compliance with these Terms.

If you represent a workplace you can get a workplace-access to the services paying a yearly fee, that will give you, as a workplace-representative, a limited, non-exclusive, non-transferable, and revocable license to access and use the services for your workplace, subject to your compliance with these Terms.

2. Account Registration

To access and use the Opus Futura services, you will need to create a user account. You must provide accurate, current, and complete information when registering an account. You are responsible for maintaining the confidentiality of your account credentials and for any activities that occur under your account.

3. User Conduct

You agree not to use the services for any unlawful or prohibited purpose. You also agree not to:

- Access or use the services in any manner that could damage, disable, or impair the services, or interfere with any other party's use of the services.
- Attempt to gain unauthorized access to any part of the services, or to any accounts, computer systems, or networks connected to the services.
- Use the services to harass, abuse, or harm others or to transmit or post any material that is offensive, infringing, defamatory, or otherwise objectionable.

4. Intellectual Property and Restrictions

All content (such as text, graphics, logos, button icons, images, audio clips, video clips, digital downloads, and data compilations) and all software and technology used, provided or implemented on or through the services is the property of Opus Futura.

You may use such materials only in connection with your access to the services and use of the services. You may not copy, distribute, scrape, disassemble, reverse engineer or otherwise appropriate or create any derivative works from any of these materials. Any trademarks, service marks, graphics and logos used in connection with the services are either our trademarks or those of third parties. You may not use any such marks for any purpose. We retain all rights in all materials, technology and marks in the services, and do not grant any rights other than those explicitly granted by these terms. Except as expressly authorized in these terms, you shall not sell, rent, lease, offer, sublicense, distribute, transfer, copy, reproduce, display, modify or timeshare any portion of the services, or the tools, features, or services offered through the services in any manner. You may not perform any testing or benchmarking of the services or Opus Futura, or provide information from the services (including, without limitation, Job Postings) to any third parties, except as permitted by these Terms.

5. Third-Party Links and Content

The services may contain links to third-party websites or resources, which are not owned or controlled by us. We are not responsible for the content, privacy policies, or practices of any third-party websites or resources. You acknowledge and agree that we are not liable for any loss or damage resulting from your use of or reliance on any such third-party content or resources.

6. Disclaimers and Limitation of Liability

The services, and all content, materials, information, and services provided in the services and through the services are offered on an "as is" and "as available" basis, without any warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. We do not warrant that the services, or any content or services provided will be uninterrupted, error-free, or free from viruses or other harmful components.

To the fullest extent permitted by law, in no event shall Opus Futura, its affiliates, or their respective officers, directors, employees, or agents be liable for any direct, indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, use, or goodwill, arising out of or in connection with your access to or

use of, or inability to access or use, the services, or any content, materials, information, or services provided in the services, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not Opus Futura has been advised of the possibility of such damages.

7. Indemnification

You agree to indemnify, defend, and hold harmless Opus Futura, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the services, or your violation of these Terms.

8. Modifications to the Terms of Use

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. By continuing to access or use the services after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you must stop using the services.

9. Governing Law and Jurisdiction

In the event of any disputes or disagreements arising from these terms, they shall be governed by and construed in accordance with the laws of Iceland. You agree to submit to the exclusive jurisdiction of the courts of Iceland to resolve any legal matters related to these terms or your use of the services.

10. Contact Information

If you have any questions about these terms or your use of the services, please contact us at hello@opusfutura.is.