

# GENERAL TERMS AND CONDITIONS OF VONQ B.V.

Updated: 8 August 2018

## 1 Definitions

1.1 The following terms, provided that they are capitalised, have the stated meaning in these General Terms and Conditions:

### **Agreement**

The arrangements, recorded in a written or digital document based on which VONQ provides one or more Services to Customer, and of which these General Terms and Conditions form an integral part. This Agreement between VONQ and the Customer is, amongst others, concluded by a written or digital document as provided by VONQ on the Platform or through the Websites. A SOF is an Agreement.

### **Customer**

Any natural person or legal entity that has entered into an Agreement with VONQ.

### **Content**

All information in a Recruitment Marketing Campaign, such as Job Descriptions, metadata regarding Recruitment Marketing Campaigns (such as work location, the salary, whether it is a fulltime or a part-time position), brand guidelines, logo's, and/or banners.

### **Force majeure**

Every circumstance beyond VONQ's control, as a result of which the fulfilment of its obligations towards Customer is fully or partially impeded, or as a result of which the fulfilment of such obligations cannot reasonably be required of VONQ, regardless of whether that circumstance was foreseeable at the time of entering into the Agreement. These circumstances include but are not limited in any case to government-imposed obligations that have consequences for the provision of the Service, failures in systems that form part of the internet, malfunctions in the telecommunication infrastructure and cuts in VONQ's electricity supply.

### **General Terms and Conditions**

These general terms and conditions of VONQ.

### **Job Description**

The text of a Recruitment Marketing Campaign.

### **Recruitment Marketing Campaign**

**Media** advertisements for the recruitment of new employees.

### **Offer**

The offer of VONQ for the provision of Services existing of publishing Recruitment Marketing Campaigns under the conditions as indicated by VONQ.

### **Platform**

The job marketing platform as exploited by VONQ, located at <https://platform.vonq.com>, which offers Customers the possibility to request Services from VONQ, such as but not limited to the Service to request placement of Recruitment Marketing Campaigns by VONQ, and enter into Agreements with VONQ.

### **Recruitment Marketing Budget**

The pre-paid amount, as agreed upon by the Parties, for the performance of Services as further specified by the Parties and invoiced prior to the performance of such Services by VONQ.

### **Service(s)**

Any service(s) to be provided by VONQ, either directly or through the Websites or Platform as further specified by the Parties. The Service(s) of VONQ may consist of conducting Google campaigns, employer branding, targeted group campaigns, social media advertisement, Recruitment Marketing Campaigns, writing Job Descriptions and/or designing (HTML) for Recruitment Marketing Campaigns, all services as conducted by VONQ on the Platform, and/or other additional services by VONQ.

### **SOF**

Service Order Form. The Agreement between the Customer and VONQ for the delivery of Services, such as but not limited to the publication of one or more Recruitment Marketing Campaigns by VONQ on behalf of Customer. The SOF sets out the specific conditions for the Services to be provided.

### **Third Party**

The third parties that are engaged by VONQ to perform the Services, such as but not limited to the parties that are instructed by VONQ to create content on behalf of the Customer such as but not limited to the text of Recruitment Marketing Campaigns and the parties that offer any platform for the publication of Recruitment Marketing Campaigns or any other media outlet that may be used for the performance of Services.

### **Third Party Platforms**

The third party platforms such as but not limited to job portals, job boards and/or media providers on which the Recruitment Marketing Campaigns are placed by VONQ on behalf of the Customer.

### **Non-affiliated Parties**

Third parties that are not engaged by VONQ and in no other way have been requested by VONQ to perform services or engage in the Services of VONQ for Customer.

### **Validity Period**

The timeframe after which the Offer of VONQ to publish Recruitment Marketing Campaigns under the conditions as set out by VONQ in the Offer expires and the Customer cannot invoke the conditions as set out in the Offer.

### **VONQ**

VONQ B.V., with its statutory seat at Westblaak 175, 3012 KJ Rotterdam, the Netherlands, registered with the chamber of commerce under number 2402216.

## **Websites**

The websites of VONQ located at vonq.nl, vonq.com, <https://platform.vonq.com>, vonq.de, heeft-vacatures.nl, has-jobs.com, has-jobs.co.uk, hat-stellen.de and heeft-jobs.be as well as all other websites of VONQ that can be reached via sublevel domain names related to these domain names.

## **2 General**

- 2.1 These General Terms and Conditions apply to every Agreement, such as but not limited to the SOF, or other legal relationship between VONQ and Customer. Any variations on the General Terms and Conditions or terms and conditions of Customer will only apply if VONQ has expressly confirmed them in writing. The applicability of (general) terms and conditions of Customer is hereby explicitly rejected.
- 2.2 The Agreement is binding after VONQ confirms receipt of Customer's registration or acceptance of an offer, such as but not limited to the Offer, either in writing or, in the absence thereof, when VONQ sends the first invoice. If Customer registers or accepts an offer, such as but not limited to the Offer, of VONQ electronically through VONQ's Website(s) or Platform, the Agreement is binding when VONQ sends a digital confirmation of such registration or acceptance of Customer or, in the absence thereof, the first invoice to Customer. Customer shall notify VONQ immediately if upon receipt of a confirmation by VONQ, such confirmation does not correspond with the Agreement. Notwithstanding the foregoing, Customer shall notify VONQ if no confirmation has been received within three business days after registration.
- 2.3 All descriptions and specifications of the Service(s) on the Websites, in advertisements, brochures, etc. serve as an approximate representation. VONQ cannot warrant the correctness and accuracy of these representations. VONQ is entitled to make changes to the Service(s) to be provided, in order to improve the Service(s) or to comply with any statutory rule, at any time.
- 2.4 In all cases in which the Agreement with Customer ends, these General Terms and Conditions will continue to govern the relationship between the parties, insofar as this is necessary for the finalisation thereof, or insofar as this follows from the nature of the clause concerned.

## **3 Use of Service(s) and functionality**

- 3.1 Insofar as it is not evident that Customer has already agreed to these General Terms and Conditions and declared them applicable, the acceptance of an offer by Customer automatically implies agreeing to these General Terms and Conditions and declaring them applicable.
- 3.2 The right to use the Service(s) is strictly limited to the Customer and its employees. Any assignment, licensing and/or sublicensing of this right to third parties is therefore not permitted unless VONQ has provided its prior written permission thereto.
- 3.3 Customer guarantees that its employees will only use the Service(s) for the purpose of Customers' activities.
- 3.4 The specifications of the Service(s) to be provided will be agreed in writing, for example in a SOF. On the basis of the Agreement, VONQ will make the necessary functionality for the Service(s) available to Customer once only and for the duration of the Agreement. Customer acknowledges that the Service(s) provided are in part advisory Service(s). In providing its Service(s) VONQ will observe the care of a prudent service provider. VONQ however cannot give any warranty as to the fitness for purpose, accurateness or completeness of any given advice or other Service(s) provided.

- 3.5 The functionality of the Service(s) and Platform will be available approximately twenty-four hours a day. Preventive and corrective maintenance for the functionality of the Service(s) will take place outside normal office hours as far as possible. VONQ will inform the Customer via e-mail in advance if feasible. VONQ is under no circumstances liable for any downtime of the Services of Platform.

#### **4 Platform**

- 4.1 VONQ offers Customers and further users the possibility to make use of the Platform. The Platform offers Customers worldwide instant access to the largest portfolio of recruitment marketing channels to bring any of their vacancies in front of the right target audience. On the Platform, Customers may request Services of VONQ, enter into an Agreement with VONQ and communicate with VONQ.
- 4.2 The conditions of use of the Platform are set out in the JMP Terms and Conditions for users of the Job Marketing Platform, which are accessible at <https://www.vonq.com/assets/uploads/2018/08/20180808-JMP-Terms-Conditions.pdf>

#### **5 The Recruitment Marketing Campaigns**

- 5.1 Customers may request VONQ to provide the Service of publishing Recruitment Marketing Campaigns on their behalf. The details of this Service, such as but not limited to the Third Party Platforms as targeted, the duration of the Recruitment Marketing Campaign, the details of payment and number of Recruitment Marketing Campaigns shall be further specified by the Parties and set out by VONQ in the Offer.
- 5.2 Where VONQ offers its Services concerning the publishing of Recruitment Marketing Campaigns, the Offer will set out the Validity Period for the conditions as provided in the Offer. Should no Validity Period have been agreed upon, the Validity Period is 1 (one) quarter after the Offer was provided to Customer (for example: provision of offer on 01.01.2018, expiry of Validity Period 31.03.2018).
- 5.3 During the Validity Period of the Offer, the Customer is free to accept the Offer of VONQ under the conditions as set out in the Offer, after which the Agreement for the publication of Recruitment Marketing Campaigns is concluded.
- 5.4 After expiry of the Validity Period of the Offer, VONQ no longer offers the conditions for the publications of the Recruitment Marketing Campaign as set out in the offer and Customer cannot invoke such. However, VONQ is, in its own discretion, entitled to offer Customer the same conditions for publication of Recruitment Marketing Campaigns.
- 5.5 Pursuant to the conclusion of the Agreement between VONQ and Customer for the Service of publication of Recruitment Marketing Campaigns, VONQ will undertake to publish the requested Recruitment Marketing Campaign(s) as specified in the Offer. VONQ will immediately proceed to publishing the Recruitment Marketing Campaign where:
- 5.5.1 The Customer has provided the Content of the Recruitment Marketing Campaign to VONQ upon the acceptance of the Offer;
- 5.5.2 The Customer has requested the Service of VONQ to provide the Job Description and the Job Description has been finalised as set out in article 6 and the further Content is available for VONQ.

- 5.6 VONQ usually needs 24 to 72 hours to publish Recruitment Marketing Campaign(s) on Third Party Platforms. The exact moment of publication of the Recruitment Marketing Campaign(s) may however depend on the cooperation of the Third-Party and therefore VONQ will under no circumstances guarantee a specific moment for publication. VONQ is under no circumstances responsible or liable for any delay in publishing of Recruitment Marketing Campaigns due to any failure caused by Third Parties.
- 5.7 VONQ is under no circumstances liable or responsible for the fulfilment of the vacancies as stated in the Recruitment Marketing Campaigns. Therefore, the obligation to pay the agreed upon amounts is under no circumstances dependent on the fulfilment of the vacancies stated in the Recruitment Marketing Campaigns.
- 5.8 Customer is only allowed, unless explicitly otherwise stated by VONQ, to include 1 (one) vacancy in a Recruitment Marketing Campaign. Where Customer wishes to include another vacancy, such shall be deemed to be a separate Posting and invoiced to Customer accordingly.
- 5.9 Should Customer desire to change the Content of a Recruitment Marketing Campaign, Customer may request VONQ to do so. VONQ can however not guarantee such requests to be met. Should any amendment or change to the Content lead to the Recruitment Marketing Campaign to include more than 1 (one) vacancy, such shall be deemed to be a separate Recruitment Marketing Campaign and invoiced to Customer accordingly.

## **6 Job Description**

- 6.1 VONQ offers the Service of creating or amending a Job Description for the Recruitment Marketing Campaigns under the following conditions.
- 6.2 Where Customer has requested VONQ to provide the Job Description, VONQ will provide Customer with a proposal for the Job Description. After the provision of the Job Description by VONQ, Customer is entitled to an Amending Period of 10 (ten) calendar days or any other Amending Period VONQ has explicitly agreed upon.
- 6.3 During the Amending Period, the Customer is entitled to approve the Job Description for publication by VONQ or request reasonable changes and amendments to the Job Description as set out in article 6.4 of the General Terms and Conditions. VONQ shall reasonably amend the proposed Job Description as requested by Customer Job Description and will thereafter provide the Job Description to Customer again, where the Customer is again entitled to an Amending Period of 10 (ten) days or as otherwise stated by VONQ. Upon every provision of a Job Description to Customer thereafter, another Amending Period applies, until article 6.5 applies.
- 6.4 Any changes and amendments as requested by the Customer during the Amending Period as set out in article 6.3, will be made on VONQ's discretion, where such is technically feasible and the Third Party as engaged permits such. Under no circumstances, VONQ is obliged to perform any change or amendment to a Job Description that results in multiple vacancies to be included in the Recruitment Marketing Campaign.
- 6.5 Irrespective of any Amending Period, 30 (thirty) calendar days after VONQ has provided its first proposal for a Job Description to Customer, the Recruitment Marketing Campaign shall be deemed to be approved by the Customer and VONQ shall proceed to publication pursuant to article 5.5.
- 6.6 Should the Amending Period as set out in article 6.2 expire and Customer has not provided any amendments to the Recruitment Marketing Campaign to VONQ during that period, the Recruitment Marketing Campaign is deemed to be approved by Customer and VONQ, pursuant

to article 5.5, is entitled to publish the Job Description and Recruitment Marketing Campaign concerned.

6.7 The Customer is not entitled to suspend payments to VONQ where a Job Description has not (timely) been approved by a Customer or published without approval by the Customer as set out in these General Terms and Conditions.

6.8 In the performance of the Service to propose a Job Description for Recruitment Marketing Campaigns, VONQ is explicitly entitled to engage Third Parties.

## **7 The grant of rights**

7.1 The Customer hereby guarantees that it holds all necessary intellectual property rights (such as but not limited to copyrights, trademark rights, moral rights, etc.) in all data, information, Content and Job Descriptions submitted by the Customer to VONQ and indemnifies VONQ from claims from third parties with regard to these rights.

7.2 The Customer hereby grants VONQ the non-exclusive, territorially unrestricted, royalty-free and perpetual right to use the trademark, text, logo, brand, (commercial) photographs along with the subjects in these photographs as well as the entire content submitted to VONQ by the Customer if such right is required to perform the Agreement. In addition the Customer entitles VONQ to alter logos, trademarks, images, etc. (i.e. enlarging, minimising, decolouring of colour logos to black and white) and use these altered images when performing the Agreement, for example on job boards and in Recruitment Marketing Campaigns. VONQ is entitled to store content in its own databases, to reproduce, spread, publish and make content publicly available and/or grant or transfer these rights to third parties in the course of publication with third parties. VONQ is entitled to the database rights on the database(s) that are created by VONQ in the performance of the Agreement and may consist (in whole or in part) of data supplied by the Customer.

7.3 The Services of VONQ may include publishing content on various social media platforms. The Customer hereby agrees that deleting or changing content posted on social media is in most cases not possible or only feasible under strict circumstances. Therefore, VONQ cannot be held liable or responsible for any content, publication of content or consequences of publication of content to such social media platforms.

7.4 VONQ provides the Services on behalf of the Customer. Therefore, the Customer is responsible for all content the Customer provides VONQ and is posted on the internet by VONQ at the request of the Customer, such as the content of Recruitment Marketing Campaigns, and indemnifies VONQ from claims from third parties with regard to these postings. In case VONQ doubts if the publishing of content is allowed by law or in the event that VONQ holds reasonable objections against certain content, VONQ is entitled to not publish this content or take down postings containing this content.

7.5 Where an Agreement with Customer concerns the publication of any material of Customer, and VONQ, in its own discretion, cannot or can no longer agree to be in any way related to this content, VONQ is at all times and without a notification to the Customer being necessary entitled to remove the content, withdraw the publication or in any other way make sure the name and reputation of VONQ, its affiliates, (other) Customers and / or natural persons are not affected.

## **8 Electronic means of communication**

8.1 If VONQ and Customer communicate with the aid of electronic means, such as e-mail and other forms of data traffic, both parties must arrange standard virus protection and appropriate safeguards for the protection of personal data. VONQ will not be liable for any damage resulting

from the transmission of viruses and/or other irregularities in the electronic communication, and for not receiving or the impaired receipt of messages.

- 8.2 Customer is at all times responsible for its use of the Services. Customer must secure its own computer systems and networks to allow VONQ to perform these Services in a secure and reliable manner.

## **9 Recruitment Marketing Budget**

- 9.1 Where VONQ has offered the Customer the possibility to request Services based on a Recruitment Marketing Budget, the following conditions apply.

- 9.2 Customer is only allowed to request the Services from VONQ under the Recruitment Marketing Budget as set out by VONQ.

- 9.3 The Recruitment Marketing Budget is valid for the period as agreed upon between the Parties. Where no period is agreed upon between the Parties, the Recruitment Marketing Budget is valid for 12 (twelve) calendar months. After expiry of this period, all rights of the Customer to the Recruitment Marketing Budget lapse immediately and Customer shall not be entitled to claim any refund.

## **10 Price and payment**

- 10.1 Unless otherwise agreed in writing, Customer must pay the invoices according to the payment terms specified on the invoice. In the absence of such terms, payment must be made within fourteen days of the invoice date, by way of transfer of the amount due to the bank account specified on the invoice. If Customer does not pay on time, it will be deemed to be in default by operation of law and will owe interest from that moment, without any further notice of default. Late payment by Customer will entitle VONQ to suspend provision of Services until payment has been received. Statutory Commercial Interest can be payable on late payments at a rate of 8,15% or any other rate then current. All costs of collection that are incurred after the expiry of the relevant payment term are payable by Customer in conformity with the Dutch Collection Costs Act of 2012.

- 10.2 Unless otherwise agreed in writing, payments that Customer has already made to VONQ will not be refunded upon the early termination of the Agreement.

- 10.3 The applicable prices may be requested from VONQ. VONQ reserves the right to apply different prices and conditions. Unless otherwise indicated, VONQ's prices are expressed in EURO (€) and exclude VAT and any other taxes and levies.

- 10.4 VONQ reserves the right to alter or review the prices of the Service(s) and other products.

## **11 Customer's rights and obligations**

- 11.1 The electronic and other traffic between Customer and VONQ is at Customer's own expense and risk.

- 11.2 Customer must refrain from conduct that is contrary to the General Terms and Conditions and/or Dutch laws and/or regulations and act and behave according to what may be expected from a responsible and prudent (online) client.

- 11.3 Customer will provide all necessary information to VONQ that it knows or reasonably ought to know is important for the correct performance of the Agreement by VONQ.

- 11.4 It follows from the nature of the Agreement that Customer has personal data at its disposal, for which Customer is to be considered a Data Controller in the light of the applicable laws and regulations on the protection of personal data. Customer must at all times observe the provisions of such laws and regulations.
- 11.5 Customer must refrain from obstructing and/or causing damage – whether or not during the use of the Service(s) or Websites – to VONQ or third parties.
- 11.6 Customer is not permitted to investigate, scan, test the vulnerability of the Service(s), or to infringe any security or authentication measures implemented by VONQ or use any deep-link, page-scrape, robot, spider or any other automatic or automated instrument, program, algorithm or methodology or any other similar or equal manual process to gain access to any part of the Service(s) or its contents or to acquire, copy and/or store or reproduce such content in any way whatsoever, or to circumnavigate the navigation structure or presentation of the Service(s) or Websites in order to obtain information, including but not limited to personal data or information on other users of the Service(s) or any of VONQ's clients that is not deliberately and easily made available through the Service(s) or Websites.
- 11.7 Notwithstanding the provisions of this article 11, Customer must refrain at all times from the improper use of the Service(s), the Websites and the data which can be accessed by means of the Service(s) or the Websites. If VONQ reasonably suspects improper use by Customer, Customer will owe VONQ an immediately due and payable penalty, without any judicial intervention, of EUR 10,000 (ten thousand euro) for every day that the improper use continues and VONQ will be entitled to terminate the Agreement with Customer with immediate effect. For this purpose, improper use in any case means, but is not limited to the conduct as described in article 11.4 and 11.5 above. The aforementioned immediately due and payable penalty may never be deducted from any possible compensation due by Customer to VONQ.

## **12 VONQ's rights and obligations**

- 12.1 VONQ will grant Customer access to its Websites and use of the agreed Service(s) after receiving payment of the agreed price from Customer.
- 12.2 It follows from the nature of the Agreement that VONQ has personal and login data at its disposal. VONQ must observe the provisions of the applicable privacy laws and regulations.
- 12.3 VONQ must endeavour to eliminate, or to arrange for the elimination, of any faults in the access to its Websites and/or Service(s) and/or the use of the technical infrastructure of the Websites and/or Service(s) as soon as possible and – although it strives for this – it cannot reasonably warrant the uninterrupted availability of the Websites and/or Service(s).
- 12.4 VONQ is entitled to temporarily deactivate the Websites and/or Service(s), without being liable to compensate Customer, in order to eliminate a fault. If a fault that is not caused by Customer lasts for longer than five consecutive business days, Customer will be entitled to a pro rata refund of the price for the Service(s) to which it did not have access during the fault.
- 12.5 VONQ may terminate or suspend Customer's access to all or part of the Service(s), without notice, for any conduct that, in its sole discretion, is in violation with these Terms, any applicable law or is harmful to the interests of another user, a third-party or VONQ.
- 12.6 VONQ reserves the right to make alterations to the Service(s) or to the access to the Service(s) if this is recommended for the functioning of the Service(s). If such alterations directly affect how Customer gains access to and/or uses the Service(s), VONQ must inform Customer of the alterations as soon as possible.



12.7 VONQ supports Customer by making the necessary information about the Service(s) accessible and/or available.

### **13 VONQ's liability and indemnity**

13.1 The Websites are provided "as is". VONQ does not guarantee the accuracy or completeness of the Websites or any information or content on it or that it is free of defects or viruses. Any liability of VONQ, whether direct, indirect, immaterial or consequential, including but not limited to loss of profit, resulting from the use of the Websites is excluded to the fullest extent permitted by law.

13.2 VONQ will use reasonable endeavours to ensure that the Websites functionality necessary for the Service(s) is and stays fully operational. VONQ however cannot guarantee that such functionality will be free from delays, interruptions or errors. VONQ cannot give representations or warranties, express or implied, in relation to the accuracy or completeness of information provided through the Service(s) or Websites.

13.3 VONQ not be liable for any loss or damage of any kind that may arise from the unauthorized use of the Websites and the use of any information contained within it. Furthermore VONQ cannot be held liable for any third party information that is linked or otherwise referred to on the system and that is not maintained and controlled by VONQ.

13.4 VONQ strives to provide Customer with the Services in the most optimal way, including publishing the Recruitment Marketing Campaigns in a careful and adequate manner. However, in our experience it may happen that Non-affiliated Parties move to publish the Recruitment Marketing Campaigns on their own initiative and platforms. This may cause the Job Description to be available online after Customer has informed VONQ to withdraw the Recruitment Marketing Campaign or in any other way ensure that it is un-available from that moment on. VONQ is under no circumstances liable or responsible for any damage that is caused by actions of Non-affiliated Parties, such as but not limited to the aforementioned publishing Recruitment Marketing Campaigns on their own initiative. In addition, VONQ is under no circumstances liable or responsible for any damage caused by the exact placement of such Recruitment Marketing Campaign by Non-affiliated Parties.

13.5 The Websites may include (hyper)links and other references to third party files, websites and locations. VONQ has not verified the content of such files, websites and locations and therefore only offers its Customers the possibility to get further information. A reference to any third party information cannot be considered any recommendation for such information, neither explicit nor implied. VONQ can therefore not give any guarantee for the accessibility or content of such third party files, websites or locations and cannot accept any liability for the operation of such files, websites or locations, nor for any damage, whether direct or indirect, resulting from accessing such files, websites or locations. The sole fact that VONQ has included a reference to any third party website does not imply that its contents are endorsed by VONQ.

13.6 VONQ takes precautions to protect all (personal) data processed under the Agreement in accordance with article 16, but will not accept any liability for any resulting misuse of such (personal) data in case of infiltration of its Websites or systems by unauthorized third parties, except when such infiltration is the result of demonstrable non-compliance by VONQ with his statutory and/or contractual obligations with respect to personal data protection.

13.7 VONQ's total liability for imputable breach in the performance of the Agreement is limited to compensation of direct damages up to no more than the amount of the price stipulated for that Agreement (excluding VAT). If the Agreement has already been running for longer than one year due to one or more extensions (automatic or otherwise), the stipulated price will be set at the total price (excluding VAT) stipulated for one year.

- 13.8 Direct damage exclusively means:
- 13.8.1 the reasonable costs that Customer would have to incur in order to make VONQ's performance conform to the Agreement. However, this damage will not be compensated if Customer has terminated the agreement;
  - 13.8.2 reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of these terms and conditions.
- 13.9 VONQ's liability for imputable breach in the performance of an Agreement (contractual liability) only arises if it has immediately and duly been given a written notice of default, a reasonable period for remedying the breach has been stated and it remains in imputable breach of its obligations even after that period. The notice of default must contain the most detailed possible description of the breach, so as to enable VONQ to respond adequately.
- 13.10 VONQ does not accept any contractual or other liability for indirect damage, including consequential damage, lost profits, lost savings and loss due to business interruption.
- 13.11 VONQ does not accept any liability for damages caused by an intentional act or omission or gross negligence by Customer.
- 13.12 VONQ does not accept any contractual or other liability for possible infringements of intellectual property rights and/or other rights of third parties due to the use of its Websites and/or Service(s). Customer indemnifies VONQ against all possible consequential and other damages that arises from its use of VONQ's Websites and Service(s) in conflict with intellectual or industrial property rights or other rights of third parties.
- 13.13 The limitations of liability referred to in this article do not apply if the damage results from the intent or wilful misconduct of VONQ, its managers and/or employees.
- 13.14 VONQ is entitled to recover all forms of damage from Customer, including loss of income and all other costs as a result of the unauthorised use and all other forms of misuse of the Website(s) and/or Service(s).

## **14 Intellectual property rights**

- 14.1 All intellectual or industrial property rights to the Website(s) and/or Service(s) and all software, hardware, other materials and information developed by VONQ and/or made available by VONQ to Customer, such as designs, documentation, reports, offers, models, techniques, data files, as well as the preparatory material relating thereto, vest exclusively in VONQ or its licensors. Use of the Websites(s) and/or Service(s) does not constitute a license to use in any way any such intellectual or industrial property rights, except to the extent as indicated in these General Terms and Conditions.
- 14.2 Customer agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Website(s) and/or Service(s), use of the Website(s) and/or Service(s), or access to the Website(s) and/or Service(s) unless it has first obtained the express written consent of VONQ to do so.
- 14.3 All intellectual or industrial property rights with respect to content that is added to the Websites and/or Service(s) by or on behalf of the Customer will remain with the Customer. By acceptance of these General Terms and Conditions the Customer will now for then grant VONQ a licence to reproduce and disclose the content added to the Websites and/or Service(s) by or on behalf of the Customer. Customer hereby agrees to the possible use by VONQ of Customer's company name, word and / or figurative mark on the Websites.

14.4 Customer guarantees that any information provided to VONQ, among which, but explicitly not limited to any vacancies, does not infringe any third party intellectual or industrial property rights. Customer will indemnify and hold harmless VONQ against all third party claims in this regard.

14.5 Customer will comply with all applicable data protection rights and regulations, such as but not limited to the General Data Protection Regulation. Where necessary, Customer hereby agrees to enter into a data protection agreement concerning the processing of personal data by the Parties.

## **15 Force majeure**

15.1 VONQ will never be liable in case of a Force Majeure situation. Its obligations will be suspended insofar as performance is not permanently impossible.

15.2 The parties are entitled to terminate the Agreement, without one of them becoming liable to pay compensation, if the period during which performance of the Agreement is impossible because of Force Majeure, exceeds or will exceed thirty days.

15.3 If VONQ has already partially complied with its obligations, or can only partially comply with its obligations, at the time the Force Majeure commences, it may invoice the delivered or deliverable part of the Service(s) separately and Customer will be obliged to pay this invoice as though it were a separate invoice.

## **16 Term of the Agreement**

16.1 The term of the Agreement is further specified by the Parties. Where no term has been specified, the Agreement between Customer and VONQ lasts for the term of the agreed Service(s).

16.2 After its term expires, the Agreement will end by operation of law.

## **17 Termination of the Agreement**

17.1 Each of the parties will only be entitled to terminate the Agreement if the other party, after receiving a proper and sufficiently substantiated written notice of default that sets a reasonable period for remedying the breach, is in imputable breach of performance of the obligations under the Agreement.

17.2 VONQ may fully or partially terminate the Agreement with immediate effect, without any notice of default and judicial intervention, if Customer is granted a provisional or final moratorium on the payment of debts, if a petition is made for the bankruptcy of Customer or if Customer's business is liquidated or discontinued other than for the purpose of restructuring or merging companies. VONQ will never be liable to pay compensation on account of this termination.

17.3 If Customer has already received performance pursuant to the Agreement at the moment of the termination referred to in 17.1, this performance and the associated payment obligation cannot be undone unless VONQ is in default in respect of that performance. Amounts that VONQ has invoiced prior to the termination for what has already been performed or delivered pursuant to the Agreement will remain fully payable, with due observance of the provisions of the previous sentence, and will become immediately due and payable at the moment of termination.

## **18 Confidentiality**

- 18.1 Customer undertakes both during and after the termination of this Agreement to treat as confidential all information regarding the business affairs and all other information of a secret or confidential nature of VONQ that it becomes aware of upon the conclusion and/or during the performance of the Agreement, and to observe confidentiality towards third parties with regard to this information.
- 18.2 Notwithstanding the foregoing, this obligation shall not apply to information which (i) was already known to the Customer before the conclusion of this Agreement, (ii) was disclosed to the Customer by a third party without a violation of statutory or contractual provisions of the Agreement at the time it was disclosed, (iii) was already or becomes publicly known without any default of the Customer, or (iv) if the Customer is under an obligation to disclose pursuant to the order of a court of law or public authority, provided that the Customer shall give VONQ prior notice thereof (to the extent legally permissible) and the chance to obtain appropriate protective orders.
- 18.3 The obligation to maintain confidentiality, as described in paragraph 1 of this article, lasts for 2 (two) years after the end of the Agreement. The reason for the termination and the party which terminated the Agreement are not relevant for this purpose.

## **19 Privacy**

- 19.1 Within the context of the Agreement between the parties VONQ performs work for Customer in relation to facilitating job application procedures. In this respect, Customer will act as a Data Controller in the light of the applicable laws and regulations on the protection of personal data, whereas VONQ solely acts as a Data Processor. VONQ will act in accordance with any such laws and regulations. Under this Agreement it is the Customer's responsibility to inform VONQ of all steps necessary to ensure compliance with Dutch Privacy laws, including the potential necessity to conclude a separate data processing agreement. Any processing of personal data by VONQ will be strictly limited to the purpose of the aforementioned agreement.
- 19.2 VONQ makes amongst others use of data tracking technology in digital environments during online campaigns. Reports containing statistics with regard to these campaigns are supplied to the Customer. Some of this personal data is additionally analysed to improve the services of VONQ. The Customer hereby agrees to such use by VONQ.
- 19.3 As part of the Agreement between the parties, and for Customer convenience, VONQ will keep a copy of any job application data that is supplied via the Websites for a maximum period of four weeks after closure of a job application procedure. VONQ will destroy any personal data processed on behalf of the Customer upon first request by the Customer.
- 19.4 Notwithstanding article 19.3 VONQ reserves the right to retain and process anonymous job application data and Website usage statistics containing no personal data, to which the data protection laws and regulations do not apply, for the purpose of new commercial activities (both for Customer and third parties) and for analysing and improving the provision of its services, in the broadest sense. Unless the agreement between the parties expressly stipulates otherwise, VONQ is not under any obligation to make available the results of such processing of anonymous data to Customer.
- 19.5 Customer ensures that only personal data that is absolutely necessary for the performance of the work agreed between the Parties will be provided to VONQ. VONQ will adopt and maintain appropriate technical and organisational security measures to protect personal data against loss or any unlawful form of processing.

- 19.6 VONQ stipulates which of its employees or third parties have access to the data provided by Customer. For the purpose of the Agreement, VONQ may makes use of Third-Party-Supplier, such as Google, to track statistics and personal data. If the processing of Personal Data is conducted by a Third-Party-Supplier, VONQ will enter into a processing agreement with this third party if it is obliged to do so under the applicable laws and regulations. A processor will impose confidentiality on its employees or third parties that perform work on its behalf with regard to the personal data that they may become aware of. VONQ is however not responsible for the services conducted by Third-Party-Suppliers or other third parties related to VONQ and the Customer indemnifies VONQ in that regard.

## **20 Miscellaneous**

- 20.1 Customer may not fully or partially transfer or assign the Agreement between itself and VONQ, or any right or obligation arising therefrom, to a third party without VONQ's prior written consent.
- 20.2 If any provision of these General Terms and Conditions is found to be void, invalid, unenforceable or contrary to the law, the remaining provisions of these General Terms and Conditions will remain fully effective.
- 20.3 This Agreement shall be exclusively governed by Dutch law while excluding the United Nations Convention on Contracts for the International Sale of Goods.
- 20.4 VONQ is entitled to amend these General Terms and Conditions. An amendment will also apply to any Agreement(s) concluded prior to the time of the amendment. An amendment will not become effective before 14 (fourteen) days have passed since notice thereof to Customer.
- 20.5 In the event of disputes arising from the Agreement(s), or from ensuing agreements to which these General Terms and Conditions apply, the parties must firstly try to reach an out-of-court settlement, notwithstanding the right to take precautionary measures or obtain interim relief.
- 20.6 All disputes between VONQ and Customer must be submitted to the competent court in Rotterdam, the Netherlands.
- 20.7 All claims of Customer lapse twelve months after the Service(s) to which these claims refer has/have been performed or on such earlier date as stipulated by law.