

## GENERAL TERMS AND CONDITIONS OF VONQ B.V.

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## **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.

### **Amending Period**

The period of time in which Customer may amend the Job Description.

### **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 full-time or a part-time position), brand guidelines, logos, and/or banners.

### **Customer**

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

### **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 to be used in a Recruitment Marketing Campaign.

### **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.

### **Posting**

An advertisement as part of a Recruitment Marketing Campaign.

### **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 of Recruitment Marketing Campaigns by VONQ, and enter into Agreements with VONQ.

### **Recruitment Analytics**

One of the Services of VONQ, delivered via SAAS, which allows Customers to obtain insights into their recruitment marketing efforts. Recruitment Analytics is a Service.

### **Recruitment Marketing Campaign**

One or various Postings on Third Party Platforms.

### **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 include but are not limited to Recruitment Marketing Campaigns, writing Job Descriptions and/or designing (HTML) for Recruitment Marketing Campaigns, conducting Recruitment Analytics and/or providing access to the Websites, employer branding, targeted group campaigns, social media advertisement.

### **SOF**

Service Order Form. The form setting out the offer by VONQ for the delivery of Services, such as but not limited to conducting one or more Recruitment Marketing Campaigns by VONQ on behalf of Customer.

### **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 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 Platform**

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 Customer.

### **Tracking Solution**

A script and/or code on Customer's website that is used for the product Recruitment Analytics and provided by VONQ.

### **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 Platform and 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 Agreements**

- 2.1 These General Terms and Conditions apply to every Agreement 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 There are different ways to enter into an Agreement with VONQ. The Agreement between VONQ and Customer is entered into, when, amongst others:

Platform: Customer has placed an order to purchase the Services that are offered by VONQ on the Platform for the price as shown on the Platform, has agreed to the Terms and Conditions and has clicked 'Confirm';

SOF: when VONQ has received a SOF as signed by Customer, comprising the unconditional acceptance of the offer for the performance of Services as set out by VONQ in the SOF as addressed to Customer;

E-mail: when VONQ has received an e-mail containing the unconditional acceptance of Customer of an offer as set out by VONQ in an e-mail to Customer.

- 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 Term and Termination**

- 3.1 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). Where the Parties have not specified the term of the Agreement and the Agreement concerns the periodical delivery of Services, the Parties may terminate such Agreement maintaining a notice period of 3 (three) months.
- 3.2 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.
- 3.3 VONQ may fully or partially terminate the Agreement with immediate effect, without any notice of default or judicial intervention necessary, 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.
- 3.4 If Customer has already received performance pursuant to the Agreement at the moment of the termination of the Agreement, 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.

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

- 4.1 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 or entering in an Agreement with VONQ in any way automatically implies agreeing to these General Terms and Conditions and declaring them applicable.
- 4.2 VONQ will grant Customer access to and use of the agreed Service(s) after receiving payment of the agreed price from Customer, unless agreed upon otherwise between the Parties or VONQ on its own initiative chooses to grant access or use earlier.
- 4.3 The right to use the Service(s) is strictly limited to 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. Customer guarantees that Customer and its employees will only use the Service(s) for the purpose of Customers' activities.
- 4.4 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 responsible 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.
- 4.5 Where VONQ is providing a landing page for Customer, Customer is responsible to provide all necessary legal information, such as but not limited to privacy and/or cookie policies, imprints and further legal notices. VONQ is under no circumstances responsible or liable for the contents of or requirements for such notices unless explicitly agreed upon otherwise in prior writing.

- 4.6 VONQ provides the Services on behalf of Customer. Therefore, Customer is responsible for all content Customer provides VONQ and is posted on the internet by VONQ at the request of 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.
- 4.7 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 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.
- 4.8 VONQ is entitled to temporarily deactivate the Websites and/or Service(s), without being liable to compensate Customer, in order to eliminate a fault. 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 the terms of the Agreement and/or these General Terms and Conditions, any applicable law or is harmful to the interests of another Customer, a third-party or VONQ.
- 4.9 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.

## **5 Websites and Platform**

- 5.1 VONQ offers Customers and further users the possibility to make use of the Websites and 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.
- 5.2 The functionality of the Websites and Platform will be available approximately 24 (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 Customer via e-mail in advance if feasible. VONQ is under no circumstances liable for any downtime of the Services of Platform.
- 5.3 The conditions of use of the Platform are set out in the JMP Terms and Conditions for users of the Platform, which are accessible at <https://www.vonq.com/terms-and-conditions/>.

## **6 The Recruitment Marketing Campaigns**

- 6.1 Customers may request VONQ to provide the Service of conducting 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 and/or in the SOF.
- 6.2 Pursuant to the conclusion of the Agreement between VONQ and Customer for the Recruitment Marketing Campaigns, VONQ will undertake to conduct the requested Recruitment Marketing Campaign as specified in the Agreement. VONQ is allowed to immediately proceed to conduct the Recruitment Marketing Campaign where:

- 6.2.1 Customer has provided all necessary Content for the Recruitment Marketing Campaign to VONQ upon the conclusion of the Agreement;
- 6.2.2 Customer has requested the Service of VONQ to provide the Job Description and the Job Description has been finalised as set out in article 7 and the further Content for the Recruitment Marketing Campaign is available for VONQ.
- 6.3 VONQ usually needs 24 to 72 hours to conduct Recruitment Marketing Campaign(s) on Third Party Platforms. The exact moment of publication of the Postings in a 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(s). VONQ is under no circumstances responsible or liable for any delay in conducting the Recruitment Marketing Campaigns due to any failure caused by Third Parties.
- 6.4 The Services of VONQ may include publishing content on various Third Party Platforms, such as but not limited to social media platforms. Customer hereby agrees that deleting or changing content posted on such Third Party Platforms 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 Third Party Platforms.
- 6.5 VONQ is under no circumstances liable or responsible for the fulfilment of the vacancies as referred to in the Recruitment Marketing Campaigns. Therefore, the obligation to pay the agreed-upon amounts is under no circumstances dependent on such fulfilment.
- 6.6 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.
- 6.7 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. Where the Third Party calculates any costs or fees for the amendments as desired by Customer, these costs or fees shall be for the account of Customer.

## **7 Job Description**

- 7.1 VONQ offers the Service of creating or amending a Job Description for the Recruitment Marketing Campaigns under the following conditions.
- 7.2 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.
- 7.3 During the Amending Period, Customer is entitled to approve the Job Description or request reasonable changes and amendments to the Job Description as set out in article 7.4 of these General Terms and Conditions. VONQ shall reasonably amend the proposed Job Description as requested by Customer and will thereafter provide the Job Description to Customer again, where 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 7.5 applies.
- 7.4 Any changes and amendments as requested by Customer during the Amending Period as set out in article 7.3, will be made at VONQ's discretion and where such is technically feasible. Under no circumstances is VONQ obliged to perform any change or amendment to a Job Description that results in multiple vacancies to be included in the Recruitment Marketing Campaign. If VONQ voluntarily complies with this request of Customer, VONQ shall be entitled to a separate fee.

- 7.5 Irrespective of any Amending Period, 30 (thirty) calendar days after VONQ has provided its first proposal for a Job Description to Customer, the Job Description shall be deemed to be approved by Customer and VONQ shall be allowed to proceed to publication pursuant to article 6.2.
- 7.6 Should the Amending Period as set out in article 7.2 expire and Customer has not provided any amendments to the Job Description to VONQ during that period, the Job Description is deemed to be approved by Customer and VONQ shall be allowed to proceed to publication pursuant to article 6.2.
- 7.7 Customer is not entitled to suspend payments to VONQ where a Job Description has not (timely) been approved by Customer or published without approval by Customer as set out in these General Terms and Conditions.
- 7.8 In the performance of the Service to propose and publish a Job Description, VONQ is explicitly entitled to engage Third Parties.

## **8 Recruitment Analytics**

- 8.1 VONQ offers Customers the possibility to make use of the product Recruitment Analytics, as a Service, under the conditions as set out in this article.
- 8.2 Customer acknowledges and agrees that Customer is solely responsible to ensure that all Tracking Solutions to use Recruitment Analytics are installed and/or implemented. Customer in addition acknowledges and agrees that Customer is solely responsible to maintain the aforementioned functionality, code and add-ons and ensure that it keeps working when changes on Customer's career site took place after the initial set-up and validation.
- 8.3 Customer acknowledges and agrees that Recruitment Analytics is not custom-built and that VONQ cannot be held to perform any modifications or changes to the Service.
- 8.4 Customer acknowledges and agrees to support the correct functioning of Recruitment Analytics by accepting upgrades and updates of Recruitment Analytics as may be issued from time to time.
- 8.5 Customer acknowledges and agrees that VONQ cannot warrant that the Recruitment Analytics Services are free of defects and will operate without interruptions. If necessary, VONQ may install temporary solutions, program bypasses or problem-avoiding restrictions.

## **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 Electronic means of communication**

- 10.1 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.

- 10.2 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.

## **11 Price and payment**

- 11.1 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 14 (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 the provision of Services until payment has been received.
- 11.2 The Services of VONQ may comprise of VONQ purchasing certain products or services of Third Parties in its own name and on its own risk, such as but not limited to Google's 'clicks', that will be provided to Customer by VONQ thereafter. Customer hereby explicitly agrees and acknowledges that VONQ cannot be held responsible or liable for any changes in prices of the products and services of these Third Parties after the Agreement of purchasing these products and services has been concluded between Customer and VONQ. Customer acknowledges and agrees that this means that where a certain amount of products or services to be obtained was envisaged at the moment the Agreement with VONQ was entered into, the price changes may cause a lower (or higher) amount of products or services to be actually obtained by VONQ on behalf of Customer. Customer is at all times responsible to pay the full amount to VONQ that was agreed upon in the Agreement.
- 11.3 Unless otherwise agreed in writing, payments that Customer has already made to VONQ will not be refunded upon the early termination of the Agreement.
- 11.4 Unless otherwise indicated, VONQ's prices are expressed in EURO (€) and exclude VAT and any other taxes and levies.
- 11.5 VONQ's Services may be purchased at Third Parties and are subject to constant negotiations. Therefore, VONQ reserves the right to review and alter prices.

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

- 12.1 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 with the care of a proper businessman, here in the form of an online customer. 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.
- 12.2 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.
- 12.3 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.

- 12.4 Customer is not permitted to, in any way, reverse engineer any codes, separate or full functionality or any techniques of the like, or have such reverse engineered by any other party or person or conduct any activity that results in the unlawful copying or viewing information and know-how that belongs to VONQ.
- 12.5 Notwithstanding the provisions of this article 12, 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 12.1 and 12.3 above. The aforementioned immediately due and payable penalty may never be deducted from any possible compensation due by Customer to VONQ.

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

- 13.1 The Services 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 unless agreed upon explicitly by VONQ. Any liability of VONQ, whether direct, indirect, immaterial or consequential, including but not limited to loss of profit, resulting from the use of the Services is excluded to the fullest extent permitted by law.
- 13.2 Customer acknowledges and agrees that VONQ is not liable for any loss or damage that may be incurred by Customer as a result of any act or omission by Customer.
- 13.3 VONQ will use reasonable endeavours to ensure that the Services 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.
- 13.4 VONQ shall not be liable for any loss or damage of any kind that may arise from the unauthorized use of the Services 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.
- 13.5 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, it may occur 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 unavailable 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.
- 13.6 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.

- 13.7 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 its statutory and/or contractual obligations with respect to personal data protection.
- 13.8 VONQ's total liability for an 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.
- 13.9 Direct damage exclusively means:
  - 13.9.1 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;
  - 13.9.2 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 General Terms and Conditions.
- 13.10 VONQ's liability for an 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.
- 13.11 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.
- 13.12 VONQ does not accept any liability for damages caused by an intentional act or omission or gross negligence by Customer.
- 13.13 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 arise from its use of VONQ's Service(s) in conflict with intellectual or industrial property rights or other rights of third parties.
- 13.14 VONQ will never be liable in case of a Force Majeure situation. Its obligations will be suspended insofar as performance is not permanently impossible. 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 30 (thirty) days. 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.
- 13.15 The limitations of liability referred to in this article do not apply if the damage results from the intent or willful misconduct of VONQ, its managers and/or employees.
- 13.16 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 Service(s).

## **14 Intellectual property rights**

- 14.1 All intellectual or industrial property rights to the Website(s), Platforms and/or further 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 Service(s), use of the Service(s), or access to the Website(s) and/or Service(s) unless it has first obtained the prior express written consent of VONQ to do so.
- 14.3 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 and/or Content submitted by Customer to VONQ and guarantees that it does not infringe any third party rights. Customer indemnifies VONQ from claims from third parties with regard to these rights.
- 14.4 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 Customer if such right is required to perform the Agreement. In addition, 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, Third Party Platforms 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 Customer.
- 14.5 Customer hereby grants VONQ the non-exclusive, territorially unrestricted, royalty-free and perpetual right to use the trademarks, text, logo and brand of Customer as a customer reference of VONQ as part of any online or offline marketing and sales communications.
- 14.6 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 Customer will remain with Customer. By acceptance of these General Terms and Conditions 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 Customer. Customer hereby agrees to the possible use by VONQ of Customer's company name, word and / or figurative mark on the Websites.

## **15 Confidentiality**

- 15.1 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.
- 15.2 Notwithstanding the foregoing, this obligation shall not apply to information which (i) was already known to Customer before the conclusion of this Agreement, (ii) was disclosed to 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 Customer, or (iv) if Customer is under an obligation to disclose pursuant to the order of a court of law or public authority, provided that Customer shall give VONQ prior notice thereof (to the extent legally permissible) and the chance to obtain appropriate protective orders.

- 15.3 The obligation to maintain confidentiality, as described in paragraph 15.1 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.

## **16 Privacy**

- 16.1 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 'controller' in the light of the applicable laws and regulations on the protection of personal data, whereas VONQ acts as a 'processor', unless otherwise stated. VONQ will act in accordance with any such laws and regulations. Under this Agreement, it is Customer's responsibility to inform VONQ of all steps necessary to ensure compliance with Dutch Privacy laws, such as but not limited to the Dutch Telecommunications Act, and the General Data Protection Regulation ("GDPR"), 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.
- 16.2 As a data controller as set out in the GDPR, Customer is at all times responsible and liable to obtain, where necessary, consent of the relevant data subject for the processing of their personal data or otherwise fulfil the requirements to rely on one of the legal grounds for processing as set out in the GDPR. In addition, Customer is responsible and liable to fulfil the requirements as a data controller as set out in the GDPR, such as but not limited to meeting the information requirements as set out in articles 13 and 14 GDPR, and unless explicitly otherwise agreed in writing with VONQ.
- 16.3 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 Customer. Some of this personal data is additionally analysed to improve the services of VONQ. Customer hereby agrees to such use by VONQ.
- 16.4 As part of the Agreement between the Parties, and for Customer convenience, VONQ may keep a copy of any job application data that is supplied via the Services for a maximum period of 4 (four) weeks after the closure of a job application procedure. VONQ will destroy any personal data processed on behalf of Customer upon the first request by Customer.
- 16.5 Notwithstanding article 16.4 VONQ reserves the right to retain and process anonymous job application data and Service 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
- 16.6 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.

## **17 Miscellaneous**

- 17.1 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.
- 17.2 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.
- 17.3 The Agreement and these General Terms and Conditions shall be exclusively governed by Dutch law while excluding the United Nations Convention on Contracts for the International Sale of Goods.
- 17.4 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.
- 17.5 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 first try to reach an out-of-court settlement, notwithstanding the right to take precautionary measures or obtain interim relief.
- 17.6 All disputes between VONQ and Customer must be submitted to the competent court in Rotterdam, the Netherlands.
- 17.7 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.