

TERMS AND CONDITIONS FOR USERS OF THE RECRUITMENT MARKETING PLATFORM

Updated: 25 January 2021

1 General

- 1.1 These user terms and conditions (hereinafter: “**Terms**”) are used by VONQ B.V., a company with limited liability under the laws of the Netherlands with its registered offices in Rotterdam, having offices at Beursplein 37, 3011 AA, Rotterdam, the Netherlands and registered in the trade register of the Chamber of Commerce under registration number 24402216 (hereinafter: “**VONQ**” or “**we**”).
- 1.2 These Terms apply to the use of the Recruitment Marketing Platform as located at <https://platform.vonq.com> (or as otherwise specified by VONQ) and the services included within (hereinafter: the “**Platform**”). The Platform strives to optimize recruitment marketing activities to the maximum and is, on the basis of a subscription, offered to any enterprise, company or legal entity accepting these Terms through one of the authorized representatives (hereinafter: the “**Representative**”) of that enterprise, company or legal entity (hereinafter: the “**Customer**”).
- 1.3 Customers frequently chose our Platform to assist them in the search for the perfect match. To allow optimal use of the Platform, the Representative is required to register for an account on the Platform (hereinafter: “**Account**”). Customers and Representatives should always understand that they are responsible for their Account, the access gained to it, and the credentials chosen for it.
- 1.4 VONQ considers the Representative at all times to fully represent Customer, so that in the Terms the obligations of the Representative ultimately apply to the Representative as well as Customer. Customer is at all times fully responsible for its Representative(s).
- 1.5 VONQ can be reached by e-mail via the contact details as contained on the following page: <https://www.vonq.com/contact>.
- 1.6 The VAT-number of VONQ is: NL8196.27.380.B01.

2 Applicability, changes and severability

- 2.1 These Terms apply to any use by Customer of the Platform. If Customer cannot agree to these Terms, Customer may not use the Platform, access thereto should be discontinued and all Accounts should be removed. In addition to this, all connections between the Platform and the infrastructure, applications and services of Customer (hereinafter: “**Customer Infrastructure**”), such as but not limited to any use of APIs, should be removed and VONQ is to be notified of the activities to this end immediately by Customer.
- 2.2 By registering for an Account Customer explicitly agrees to be bound by these Terms. In case Customer cannot agree to these Terms or cannot comply with the conditions under which Accounts may be created as described in article 3, Customer should not register for any Accounts or make use of any services VONQ offers.
- 2.3 VONQ reserves the right to make changes to the Platform and these Terms at any time. Customer will be subject to the Terms in force at the time that Customer makes use of the Platform.

- 2.4 If any of the provisions within these Terms is deemed invalid, void, or for any other reason unenforceable, that provision will be replaced by a provision that is valid and serves the objective of the former provision and respects the purpose of these Terms. The unenforceability of such a provision will not affect the validity and enforceability of any remaining provisions.

3 Accounts

- 3.1 The Platform can be accessed by registering for an Account, to which the following conditions apply.
- 3.2 In consideration of the use of the Platform, the Representative hereby agrees to provide true, accurate, current, and complete information about Customer and the Representative as prompted by the Account registration form.
- 3.3 By creating an Account and accepting these Terms, the Representative explicitly guarantees that he or she is an authorised representative of Customer and that the Representative is allowed to enter into legally binding contracts on behalf of Customer.
- 3.4 Customer is not permitted to register for an Account on the name of any other person or party than Customer or Representative. In addition to this, Customer (through Representative) is obliged to register the Account using personal credentials of its Representative, which means registrations with general credentials (e.g. 'info@yourcompany.com') are not allowed.
- 3.5 Customer hereby explicitly agrees to inform VONQ of any unauthorized use of any Account information, including but not limited to passwords, or any other security breach. VONQ explicitly reserves the right to hold Customer liable for any damage whatsoever resulting from any unauthorized use by a third party of an Account registered on behalf of a Customer.
- 3.6 The credentials Customer chooses for his or her Account are confidential. VONQ expects Customer to keep these details to themselves and not share them with anyone else, for example to allow other employees of Customer to log into their Account. Should other representatives of Customer want to acquire access to the Platform, these representatives are obliged to create their own Account and adhere to these Terms.
- 3.7 Should Customer not adhere to the conditions as contained in this article 3, VONQ hereby explicitly reserves the right to block access to the Platform, to remove Accounts, or discontinue any services to Customer and Representatives.
- 3.8 Customer, through the Representative, is obliged to provide VONQ with the most recent contact details of Customer and Representative. In case of any amendment of such details, VONQ is to be notified immediately.
- 3.9 In case Customer wishes to amend or delete his or her Account, Customer may request this by contacting VONQ as contained on the following page: <https://www.vonq.com/contact>.

4 Use of the Platform

- 4.1 The Platform is offered to Customer on the basis of a subscription. The Platform is optimized for use with a modern and up-to-date browser on a desktop computer.

- 4.2 Customer, through Representative, enters into an agreement for the use of the Platform with VONQ the moment they register for an Account and these Terms are accepted.
- 4.3 Customer hereby guarantees the information to be provided to VONQ to be correct, accurate, and up to date. VONQ is under no circumstances responsible nor liable for the information provided by or on behalf of Customer.
- 4.4 In case Customer has provided VONQ with incorrect or undesired information after registration for an Account has taken place, Customer is obliged to correct or have corrected such information immediately through the options as offered within the Account or the contact details as the contact details as contained on the following page: <http://vong.com/contact>. VONQ expressly reserves the right to involve third parties to perform (parts of) any agreement that Customer enters into with VONQ, such as but not limited to the storage of data as necessary for the functioning of the Platform. Please be hereby informed that the terms and conditions of such third party may apply.

5 Code of Conduct for the Platform

- 5.1 Any conduct by Customer that in the sole discretion of VONQ restricts or inhibits any other user from using the Platform will not be permitted. Customer hereby explicitly agrees to use the Platform solely for lawful purposes. It is prohibited to use the Platform for any other purpose than the use of the Platform as intended by VONQ.
- 5.2 Customer is prohibited from using the Platform for any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, fraudulent, racially, ethnically, or otherwise objectionable conduct of any kind, including but not limited to any conduct that would constitute a criminal offense, a breach of intellectual property rights of VONQ, its affiliates or any other third party, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.
- 5.3 Customer hereby agrees not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of or data provided through the Platform, use of the Platform, or access to the Platform unless they have first obtained the express written consent of VONQ to do so. Customer hereby agrees that he or she will not 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 Platform, including but not limited to the Account, 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 Platform in order to obtain information that is not deliberately and easily made available through the Platform. In addition to this, Customer is not allowed to use the Platform, the data therein and the content thereof to (try to) gather know-how or confidential information that Customer is not entitled to. VONQ explicitly reserves the right to block any such activity and to suspend or terminate any Account and refuse Customer any and all current and future use of the Platform or registration for a new Account.
- 5.4 Customer hereby agrees not to access the Platform by any means other than through the interface that is provided by VONQ for use in accessing the Platform, furthermore Customer agrees that they will not access the Platform, including any part or element thereof, or any connected systems, services or networks, nor any of our other servers without proper authorization by impersonations, hacking, cracking, mining, of passwords or any other unlawful means.
- 5.5 Customer is not permitted to investigate, scan, test the vulnerability of the Platform or any connected network, or to infringe any security or authentication measures implemented on the

Platform or any connected network. Customer is not permitted to (reverse) search for information on other users of the Platform or any of the customers of VONQ, including but not limited to any Account that is not the Account that was created by Customer or to track the source of any such information or to exploit any such information with the purpose to disclose it, including, but not limited to, personal data.

- 5.6 Customer hereby agrees not to undertake any action that presses an unreasonable or disproportionate burden on the infrastructure of the Platform, our systems and/or networks and or any system or network connected with our systems and networks.

6 Campaigns

- 6.1 VONQ offers Customers the possibility to purchase the posting(s) of a job vacancy on one or more media channels, websites and/or platforms (hereinafter: "**Campaigns**"), under the following conditions.
- 6.2 Customer is solely responsible for providing all information necessary for the creation of a Campaign. This information may include, but is not limited to correct and accurate contact information, the duration of the Campaign, information relating to the relevant vacancy available, and other billing information. VONQ is not responsible nor liable for missing, incomplete, or incorrect information provided by Customer.
- 6.3 It is hereby agreed that Customer shall not hold VONQ liable for any delays whatsoever. Delays may result from situations such as, but not limited to:
- 6.3.1 The use or the inability to use the Platform, incorrect data entry, typos in the job title and job texts, incorrect media purchase;
 - 6.3.2 The restrictions or regulations, services of receiving confirmation of job delivery, the five (5) to ten (10) working days activation time for new accounts from our third party suppliers;
 - 6.3.3 The result of a recruitment of particular individuals from a given Campaign;
 - 6.3.4 High demand of Campaigns ordered can lead to processing delays of Postings and therefore delays in processing of the Campaigns themselves;
 - 6.3.5 VONQ's right to disable any suppliers within our channel portfolio with or without notice.
- 6.4 Furthermore, VONQ shall not be liable for its inability to process any posting onto a Third Party Platform due to issues not related to VONQ, such as but not limited to technical issues and untimely delivery of products. In these situations, where VONQ cannot provide the posting as per the purchase of a Campaign (hereinafter:the "**Agreement**") VONQ will not invoice for postings that VONQ failed to deliver to Customer. VONQ endeavours to take all reasonable efforts to process such Postings as ordered by Customer, but hereby retains the freedom to cancel a particular Posting that the Customer may have in its Campaign.
- 6.5 The Agreement is concluded as follows:

- 6.5.1 VONQ proposes a Campaign to Customer (by means of a tailor-made proposal or a proposal that is based on choices of the Representative within the Platform);
- 6.5.2 Customer (through its Representative) accepts the proposal of VONQ for the Campaign.
- 6.6 Customer hereby explicitly guarantees that only authorised personnel submits orders for Campaigns and enters into Agreements with VONQ.
- 6.7 VONQ hereby reserves the right to withhold execution of the Agreement, based on the fact that Customer has not yet internally approved the Agreement. However, VONQ is at all times allowed to request execution of the Agreement after its conclusion as described in article 6.2. VONQ further reserves the right to withhold execution of the Agreement, in case VONQ has reasonable doubts concerning Customer and desires more information about Customer, or the Campaigns as subject of the (prospective) Agreement. Should VONQ determine that the Agreement cannot be executed by VONQ, VONQ is entitled to directly terminate the Agreement by means of an e-mail to Customer.
- 6.8 VONQ hereby reserves the right to cancel any ordered Campaigns and Postings therein, for any purposes it deems fit. This may be done in scenarios including, but not limited to: when Customer has ordered Postings on wrong Third Party Platforms, when data has been incorrectly entered, or when a Posting on a Third Party Platform is not possible, so as to provide in full for Customer's ordered Campaign.
- 6.9 Customer hereby guarantees only to reference the company that issued the vacancy and its brands in the vacancies that are subject of the Campaigns. Reselling of Campaigns is not permitted without prior permission in writing from VONQ. In addition, Customer guarantees that the vacancy, text, and images and further content for the Campaign comply with all applicable laws, regulations, and codes of practice and will not infringe copyrights, trademarks, or any other rights of VONQ or third parties.
- 6.10 The Terms govern the use of the Platform and the above stated concerning the Agreement. The performance of the Agreement concerning Campaigns is further governed by the General Terms and Conditions of VONQ, which can be found at <https://www.vong.com/terms-and-conditions/> or https://www.vong.com/de/allgemeine_geschaeftsbedingungen/.

7 Recommendations

- 7.1 VONQ, through the Platform, offers the unique service of providing Customer with a calculated recommendation regarding the Campaigns to be purchased (hereinafter: "**Recommendation**"), under the following conditions.
- 7.2 VONQ endeavours to provide Customer with reliable and relevant Recommendations. However, VONQ cannot and does not guarantee that a Recommendation:
- 7.2.1 Will generate results matching the expectations of Customer;
- 7.2.2 Will match the number of viewers or applicants as VONQ provides in its guidance;
- 7.2.3 Will be published on the recommended media channels.

- 7.3 Recommendations are issued by VONQ with care, however Customer is at all times responsible for the choice as to whether the advice within the Recommendation is followed, as well as the consequences this will cause.
- 7.4 A Recommendation may contain, among others:
- 7.4.1 A list of media channels that would match with the query of the Representative (hereinafter: **"Recommended Channels"**);
 - 7.4.2 A pricing proposal (hereinafter: **"Pricing Proposal"**).
- 7.5 Recommended Channels and Pricing Proposals are considered confidential information and not to be disclosed to third parties by Customer or Representative.
- 7.6 VONQ strives to only contain Recommended Channels in the Recommendation which are truly available for postings. However we cannot fully guarantee the availability of the Recommended Channels due to unexpected decisions by our partners. After a lapse of sixty (60) days from the creation of the Recommended Channels within the Platform, the offer of Recommended Channels is no longer valid unless VONQ decides otherwise and VONQ notifies the Customer of this decision. In case of a non-valid Recommendation, an updated Recommendation can be requested through the Platform.
- 7.7 VONQ guarantees the Pricing Proposal for sixty (60) days, calculated from the publication of the Recommendation within the Platform by VONQ. After lapse of this term, the Pricing Proposal is no longer valid unless VONQ decides the Recommendation is still valid and VONQ notifies Customer of this decision. In case of a non-valid Recommendation, an updated Recommendation may be requested by Customer through the Platform.
- 7.8 Customer hereby obliges only to use the Recommendation with the purpose of ordering Campaigns or other products and/or services of VONQ.

8 ATS-connection

- 8.1 VONQ offers Customer the possibility to, after prior written permission by VONQ, connect the Platform to the applicant tracking system (hereinafter: **"ATS"**) or career-site used by Customer (hereinafter: the **"Customer Infrastructure"**) and thereby allow Customer to use the services as offered by VONQ to achieve the best results, under the following conditions.
- 8.2 VONQ is unable to control the Customer Infrastructure or the (availability of) the Internet and is therefore under no circumstances responsible or liable for the Customer Infrastructure or the consequences of the use thereof.
- 8.3 Customer is obliged to ensure that the Customer Infrastructure is updated, free from viruses, malware or any possibly damaging codes or languages.
- 8.4 Customer is at all times responsible for the provision of the information in the format that is suitable for the Platform.
- 8.5 From time to time, VONQ may issue an update or an upgrade of the API for the ATS-connection. VONQ is, under no circumstances, responsible nor liable for consequences of the use of older versions than the most recent version of the Platform. Customer is obliged to configure the most recent version or release of the API immediately after its release.

9 Liability

- 9.1 The Platform is provided "as is". VONQ does not guarantee the accuracy or completeness of the Platform or any information on it, nor that it is free of defects or viruses.
- 9.2 VONQ performs all services to Customer with all reasonable accuracy that may be expected, however VONQ cannot and does not guarantee that Customer will always be happy and completely satisfied with the Platform, the results achieved through the Platform and/or the services and the exposure for the vacancy that is reached through the Platform and/or the services.
- 9.3 Any liability of VONQ, whether direct, indirect, immaterial or consequential, including but not limited to damages caused by not timely filling a position, loss of profit as a consequence of the use of the Platform, is excluded to the fullest extent permitted by law, unless such damage is the result of intent or gross negligence of VONQ.
- 9.4 VONQ will not be liable to Customer or to any person for any loss or damage of any kind that may arise from the unauthorized use of the Platform and the use of any information contained within the Platform. Furthermore, VONQ shall not be held liable for any third party information that is linked or otherwise referred to on the Platform and that is not maintained and controlled by VONQ. In addition, under no circumstances is VONQ liable for the content Representative or Customer chooses to share within the Platform or the Campaigns and any possible infringements of rights of third parties this content may cause.
- 9.5 The total liability of VONQ to Customer is limited to the aggregate amount paid to VONQ in connection to the purchased Campaign orders.
- 9.6 VONQ will use reasonable endeavours to ensure that the Platform is and stays fully operational. Due to the nature of the Internet, VONQ cannot guarantee that the Platform will be free from delays, interruptions, or errors. VONQ takes all reasonable efforts to ensure that information on the Platform is correct, but VONQ cannot give representations or warranties, express or implied, in relation to the accuracy or completeness of the said information.
- 9.7 VONQ takes precautions to protect all (personal) data collected through the Platform and via the Account, but in the event that unauthorized third parties infiltrate our system VONQ will not accept any liability for any resulting misuse of the (personal) data.
- 9.8 The Platform 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 the possibility to get further information, if and insofar this is desired by Customer. A reference to any third party information cannot be considered any recommendation for such information, neither explicit nor implied. VONQ can therefore not provide any guarantee for the accessibility or content of such third party files, websites or locations and cannot and does not 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 or application does not imply that VONQ endorses its contents.
- 9.9 Without prejudice to the provisions set out above, VONQ will not be liable in the event that the damage was caused by any intentional act or omission or gross negligence by Customer (whether or not through its Representative) or the improper use of the Platform.

10 Our Rights

- 10.1 VONQ values the privacy of all that are involved in the company and services of VONQ. However, there are circumstances in which VONQ has no other option than to monitor (parts of) the Platform and to share (personal) data with third parties. Therefore, VONQ may elect to electronically monitor areas of the Platform and may disclose any content, records, or electronic communication of any kind:
- 10.1.1 to satisfy any law, regulation, or government request;
 - 10.1.2 if such disclosure is necessary or appropriate to operate the Platform; or
 - 10.1.3 to protect our rights or (intellectual) property or the rights of our users, customers or suppliers.
- 10.2 VONQ may terminate, limit, or suspend the access of Customer to all or part of the Platform, without providing prior notice of such, for any conduct that VONQ, in its own sole discretion, believes is in violation of any applicable law, these Terms, or is harmful to the interests of another user, a third-party, or VONQ. VONQ may also at any time and without prior notice of such limit the access of Customer to those parts of the Platform or to certain functionality where such access or functionality is, in the sole discretion of VONQ, not needed by that Customer.

11 Force Majeure

- 11.1 Neither party shall be liable for any delay of non-performance under the Agreement caused by an event beyond its reasonable control, provided that the party affected immediately informs the other party in writing of the situation and endeavours all that is reasonable to continue performance of the Agreement. Should the force majeure continue for more than sixty (60) days after notification of the affected party, each party may terminate the Agreement per e-mail.
- 11.2 Events of force majeure include but are not limited to fire, Internet failure, employment conflicts, and (natural) disasters.

12 Intellectual Property

- 12.1 VONQ reserves all rights of intellectual and industrial property with respect to the Platform and the data within the Platform, the Accounts and VONQ and its affiliates, including but not limited to copyrights, trademark rights, trade name rights, database rights, and rights to knowhow. VONQ reserves the right to further exploit, improve, test, delete, and alter the Platform and the services VONQ offers through the Platform. Nothing in these Terms shall constitute the assignment of any intellectual property from VONQ to a Representative and/or Customer.
- 12.2 Customer is not permitted to remove any mark or sign on intellectual property rights from any of the material of VONQ or the Platform or to reproduce, duplicate, or copy any of the material of VONQ or the Platform. Any re-sale of such material is expressly prohibited.
- 12.3 When using the Platform VONQ enables Customer to upload content. By doing this, Customer grants VONQ a non-exclusive, royalty-free, right of use of all content, designs, text,

graphics, and other graphic arrangements together with the compilation (meaning the collection, arrangement and assembly) of all information that Customer chooses to provide to VONQ or generate through the (use of) the Platform, Accounts, or any other way for the purposes as determined in article 12.4.

- 12.4 VONQ reserves the right to use the above mentioned material for purposes of making the Platform available, the execution of the Agreement or the execution of the services as requested by Customer.
- 12.5 Customer is responsible for all text, images, and photos they choose to provide to us. Customer is to take into account the possibility that such material is copyrighted to third parties, in which case Customer is responsible for gathering their prior permission to enter the material into the Platform and to make such subject of the performance of the services of VONQ. Customer hereby indemnifies VONQ from any claims or allegations from third parties concerning any infringement of copyrights or other intellectual property rights as performed by Customer or Representative or made possible by Customer or Representative.
- 12.6 In case Customer infringes or repeatedly infringes the copyrights and/or other intellectual property rights of VONQ, VONQ hereby reserves the right to terminate any agreement VONQ may have with Customer and/or deny any access to the Platform and/or Accounts.
- 12.7 Should Customer have the opinion that any intellectual property rights of Customer are violated, notification of such infringement should be given to VONQ within a reasonable time, providing all relevant information VONQ may need to protect these rights.

13 Privacy

- 13.1 VONQ respects the personal privacy of all Representatives that make use of the Platform and will at all times seek to comply with the General Data Protection Regulation (GDPR) and the Dutch Data Protection Act (hereinafter: the “**DDPA**”) or any law or regulation that may replace the DDPA.
- 13.2 Customer and VONQ hereby agree that for all personal data other than the personal data as described in article 13.3, Customer is the data controller and VONQ is the data processor. Where VONQ processes personal data on behalf of Customer, VONQ shall:
 - 13.2.1 Process the personal data only in accordance with the instructions of Customer;
 - 13.2.2 Process the personal data only insofar such is necessary for the purposes as determined;
 - 13.2.3 Implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing.
- 13.3 The personal data relating to Customer and Representatives and is collected by VONQ to allow Customer to access the Platform shall be carefully and adequately processed by VONQ.

14 Term and termination

- 14.1 These Terms are effective until terminated by VONQ. If Customer no longer agrees to be bound by these Terms, Customer must cease the use of the Platform, may no longer use the Platform, and VONQ is to be notified of actions to this end immediately by Customer.
- 14.2 Subject to applicable law, VONQ reserves the right to suspend or deny, in the sole discretion of VONQ, access to all or any portion of the Platform with or without notice. Customer agrees that any termination of access to the Platform may be effected without prior notice, and Customer hereby acknowledges and agrees that VONQ may immediately deactivate or delete Accounts and all related information and files and bar any further access to such files, the Platform or Account. Furthermore, Customer hereby agrees that VONQ shall not be liable towards Customer or any third-party for any termination of access to the Platforms or Accounts.

15 Applicable law and disputes

- 15.1 The laws of the Netherlands shall apply exclusively to these Terms and all agreements and legal relationships between Customer and VONQ, such with the exclusion of the CISG (United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980).
- 15.2 Any disputes relating to or arising from the use of the Platform will only be submitted to the competent court in Rotterdam, the Netherlands.

16 Questions, more information or complaints

- 16.1 Should there be any further questions, more information or the laundering of a complaint is desired, please contact VONQ via the contact details as contained on the following page: <https://www.vonq.com/contact>.