

# TERMS OF SERVICE FOR USERS OF VONQ HR TECH PRODUCTS (VIA HAPI)

Updated: 29/06/2022

## 1 GENERAL

- 1.1 These user terms and conditions (“**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 (“**VONQ**” or “**we**”).
- 1.2 These Terms apply to the use of the e-wallet payment services by VONQ (“**Wallet**”). The Wallet is used in relation to the services and products available on an online marketplace (“**Platform**”) provided by VONQ’s ATS Partners and which strives to optimize your recruitment marketing activities to the maximum and is offered to any natural person, enterprise, company, or legal entity accepting these Terms through one of the authorized representatives (“**Representative**”) of that enterprise, company or legal entity (“**Customer**” or “**you**”).
- 1.3 The VAT-number of VONQ is: NL8196.27.380.B01.

## 2 APPLICABILITY

- 2.1 The following terms and conditions apply to your use of the payment services in the form of the Wallet available on the Platform via our ATS Partners (in descending order of priority in case of conflict):
  - 2.1.1 these Terms;
  - 2.1.2 the Terms and Conditions for Customers of the ATS Partner (“**Platform Terms**”).
- 2.2 In order to use the service, you must firstly agree to the Terms. You may not use the payment services available and/or Wallet on the Platform if you do not accept the Terms. Access thereto may be discontinued, and we are entitled to remove any associated accounts.
- 2.3 Should a term be used as a defined term (e.g. capitalized first letters) but not be defined in these Terms, that term has the meaning ascribed to it in the other terms and conditions listed in Clause 2.1.
- 2.4 These Terms only apply to the extent that you are utilizing Wallets and purchasing credit balances via credit/debit card payments to pay for the use of products and/or services available on the Platform.

## 3 ACCESS TO THE PLATFORM & PROVISION OF SERVICES

- 3.1 The functionality of the Platform will be made available to you via a graphical user interface controlled by the supplier of your Applicant Tracking System (“**ATS Partner**”).
- 3.2 The provision of the Wallet and its functionality, directly or indirectly, is performed by VONQ in the context of a direct contractual relationship between you and VONQ; the ATS Partner is not a party to that contractual relationship. However, the ATS Partner will be providing you with first-line support in relation to the Platform and Wallet.
- 3.3 VONQ shall use a commercially reasonable level of skill and care in the provision of the Wallet and related services. You acknowledge that the Wallet and our services are standard services and not tailored to any particular one customer. The Wallet and our related Services are provided “as-is”. VONQ does not make any guarantees or commitments to you about the reliability, availability, non-infringement, or suitability for your needs of the Wallet and related services, and expressly excludes, to the maximum extent permitted by law, all implied warranties, implied conditions, and implied representations with respect to the Wallet and its services.

## 4 PAYMENT AND USE OF WALLET

- 4.1 If you wish to pay for products and services accessible via the Platform by using your credit card, you must follow the relevant prompts to create an e-wallet. The Wallet is then used to hold credit balances that are purchased by topping up your Wallet. The credit balances available on your Wallet serve as an advance payment for products and services that can be purchased from the Platform. Once you have identified a product or service from the Platform that you would like to make use of you can buy the relevant product or service using your Wallet credit balances.
- 4.2 To facilitate card payments for products and services available on the Platform the use of a valid Wallet with a positive credit balance is required. You agree to the use of the Wallet, and allow us to automatically deduct from the credit balance available in your Wallet when an order is placed for a product or service available on the Platform. You will always be asked to confirm the spend of a specific amount of the credit balance prior to us actually deducting them from your balance.
- 4.3 You can purchase a credit balance only using the payment methods accepted by our payment services provider, Stripe Payments Europe, Ltd. ("**Stripe**") and you hereby authorize VONQ to engage Stripe for the purpose of processing your payment details whenever you decide to create a Wallet and purchase credit balances therefor. You hereby agree to:
  - 4.3.1 use best efforts to enable VONQ to comply with its obligations towards Stripe and as may be applicable to the specific Stripe products used by VONQ;
  - 4.3.2 comply with any terms and conditions imposed on you directly by Stripe.
  - 4.3.3 Any breach of your obligations under Clause 4.3.1 or Clause 4.3.2 is considered a material breach that entitles VONQ to immediately suspend or terminate your use of the Wallet without being liable to you for any damages and without being required to reimburse you for any unused Credits.
- 4.4 Credit balances bought and stored in your Wallet shall have no expiration date and shall be active for 24 consecutive calendar months from the date of the latest purchase on the platform or latest top-up on the wallet, after which, any unused funds will be refunded to you.
- 4.5 In the unlikely event that a product or service has been ordered and a Wallet deduction has occurred but VONQ is for any reason unable to deliver the product or service ordered, your Wallet will be reimbursed.
- 4.6 Should payment be charged back after your Wallet has been topped-up with a credit balance, you will be considered immediately in default of your payment obligation to VONQ and VONQ will be entitled to (a) suspend or terminate your use or the delivery of any relevant products or services or access to your Wallet with immediate effect without being liable to you for any damages and without being required to reimburse you for any unused Credits; or (b) invoice you for the appropriate amount (and which invoice you agree to pay promptly).
- 4.7 You understand and agree that you are solely responsible for the use (and misuse) of your Wallet and for securely storing and managing the access credentials for your Wallet.

## 5 DATA PROTECTION

- 5.1 Your data is important to us and we will process it in accordance with the following arrangements. For the purpose of our Services to you, you are considered the 'data controller' and we are considered the 'data processor'. All terms expressly defined in Article 4 of Regulation (EU) 2016/679 ("**GDPR**") shall have the meaning ascribed to them in the GDPR.
  - 5.1.1 VONQ shall process your personal data only on your documented instructions (the contents of which are considered exhaustively contained in these Terms and any mutually agreed upon arrangements in writing), including with regard to transfers of personal data to a third country or an international organization, unless required to do so by Union or Member State law to which VONQ is subject; in such a case, VONQ shall inform you of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
  - 5.1.2 VONQ shall ensure that persons authorized by it to process your personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - 5.1.3 VONQ shall take all measures required pursuant to Article 32 of the GDPR;

- 5.1.4 you hereby authorize VONQ to engage another processor without your prior specific authorization. However, VONQ shall inform you of any intended changes concerning the addition or replacement of other processors, thereby giving you the opportunity to object to such changes.
- 5.1.5 You hereby authorize VONQ to transfer your data outside of the European Economic Area without your prior specific authorization, provided that VONQ ensures that it has implemented and executed with the recipient an agreement containing the standard contractual clauses (SCC's) approved by the European Commission for the applicable type of data processing.
- 5.1.6 VONQ shall, taking into account the nature of the processing, assist you by implementing appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- 5.1.7 VONQ shall assist you in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to VONQ;
- 5.1.8 you hereby instruct VONQ to delete all your personal data after the end of the provision of services relating to processing, and deletes existing copies unless Union or Member State law requires storage of the personal data;
- 5.1.9 VONQ shall make available to you all information necessary to demonstrate compliance with the obligations laid down in this Clause, and allow for and contribute to audits, including inspections, conducted by you or another 3<sup>rd</sup> party auditor. You are not entitled to audit VONQ more than once every 12 months and you agree to (i) notify VONQ of any such audit at least 30 days in advance by written notice; (ii) ensure that any third-party auditors and your employees are bound by confidentiality obligations; (iii) you shall use best efforts to minimize the operational impact of any audit; and (iv) the scope of any audit will be limited to assessing compliance with this Clause 4. The costs of any audit shall be borne exclusively by you.
- 5.1.10 VONQ shall use best efforts to promptly inform you if, in its opinion, any of your instructions infringe the GDPR or other Union or Member State data protection provisions.
- 5.2 You can find further information on how we process your personal data specifically in our [Privacy Policy](#).
- 5.3 Stripe processes your personal data in accordance with their own privacy policy..

## **6 APPLICABLE LAW AND DISPUTES**

- 6.1 The Agreement and these General Terms and Conditions shall be exclusively governed and construed in accordance with the laws of the State of Delaware, USA, excluding its conflict of law principles.
- 6.2 All disputes between VONQ and Customer must be submitted to the competent court in the State of Delaware, USA.

## **7 QUESTIONS, MORE INFORMATION OR COMPLAINTS**

- 7.1 Should there be any further questions, more information, or the laundering of a complaint is desired, please contact VONQ's ATS Partner as your first line of support via the contact details as contained on the Platform or mentioned in the Terms and Conditions for Customers of the ATS Partner found at 2.1.2.