GENERAL TERMS AND CONDITIONS OF VONQ B.V.
Updated: 20/11/2026

You can jump to the relevant sections of text by clicking on the following links:

Definitions
- Agreement
- Amending Period
- Artificial Intelligence
- Campaign Performance and Reporting
- Content
- Customer
- Force Majeure
- General Terms and Conditions
- Job Description
- Job Post Environment
- Job Posting or Publication
- Non-affiliated Parties
- Recruitment Marketing Campaign
- Credits
- Creatives
- Service(s)
- SOF
- Third Party
- Third Party Platform
- Tracking Snippet
- Vacancy Data
- VONQ
- Online Services
- Agreements

Term and Termination

Use of Service(s) and functionality

Online Services and Software

Subscription

Job Description

The Recruitment Marketing Campaigns

Campaign Performance and Reporting

Credits

AI Services

Content Restrictions and Moderation

Electronic means of communication

Price and payment

Customer’s rights and obligations

VONQ’s liability and indemnity

Intellectual property rights

Confidentiality

Miscellaneous

1. Definitions

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

1.1. **Agreement**

The arrangements, recorded in a written or digital document(s) based on which VONQ provides one or more Services to Customer, and of which these General Terms and Conditions as well as VONQ's Privacy Policy forms an integral part.

1.2. **Amending Period**

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

1.3. **Artificial Intelligence**

The use of automated systems and technologies in the context of VONQ Services. Artificial Intelligence is employed primarily for parsing documents and supporting conversational tasks, leveraging machine learning algorithms, natural language processing, and data analytics, in compliance with applicable laws and regulations, to enhance the efficiency and effectiveness of the services provided by VONQ.

1.4. **Campaign Performance and Reporting**

One of the Services of VONQ, delivered via SaaS, which allows Customers to obtain insights into their Recruitment Marketing Campaigns. Campaign Performance and Reporting is a Service.

1.5. **Content**

All information, media and the like used in relation to any VONQ Services meant for publication on any Third Party Platform, such as, but not limited to, Job Descriptions, metadata regarding Job Marketing, Recruitment Marketing Campaigns or Job Postings. For example, work location, the salary, whether it is a full-time or a part-time position, brand guidelines, logos, images and/or banners.

1.6. **Credit(s)**

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.

1.7. **Creatives**

Any and all recruitment-marketing content created, edited, translated, optimized, or formatted in connection with the Services.

1.8. **Customer**

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

1.9. **Force Majeure**

Every circumstance beyond VONQ's control, as a result of which the fulfillment 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.

1.10. **General Terms and Conditions**

These general terms and conditions of VONQ.

1.11. **Job Description**

The text to be used in a Job Posting, Job Publication and/or Recruitment Marketing Campaign and forms part of Vacancy Data.

1.12. **Job Post Environment**

A configuration set up for the Customer within the application consisting of the baseline and one or more modules and channels. Environments must belong to the same organizational unit within the Customer and must be established in the same country as the Customer.

1.13. **Job Posting or Publication**

Vacancy Data that has successfully been published (add, update, refresh of the vacancy) on any Third Party Platform integrated into or by VONQ Services and Software.

1.14. **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.

1.15. **Recruitment Marketing Campaign**

One or various Job Postings or Publications on Third Party Platforms.

1.16. **Service(s)**

Any service(s) to be provided by VONQ, either directly or through the Online Services or the Software or as further specified by the Parties. The Service(s) of VONQ include but are not limited to VONQ Job Post, VONQ Job Marketing, VONQ Recruitment Marketing, VONQ HAPI, VONQ EQO, Recruitment Marketing Campaigns, writing Job Descriptions and/or designing (HTML) for Recruitment Marketing Campaigns, conducting Campaign Performance and Reporting and/or providing access to the Online Services, employer branding, targeted group campaigns, programmatic, social media and search engine advertisement. Services also include any applicable add-ons associated with VONQ Services.

1.17. **SOF**

Service Order Form. The form setting out the offer by VONQ for the delivery of Services by VONQ on behalf of Customer.

1.18. **Software**

The job distribution software and technology used by VONQ, located at the Online Services, which offers Customers the ability to request Services from VONQ.

1.19. **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 and the parties that offer any platform for the publication of Job Postings and Recruitment Marketing Campaigns or any other media outlet that may be used for the performance of Services.

1.20. **Third Party Platform**

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

1.21. **Tracking Snippet**

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

1.22. **Vacancy Data**

Vacancy Data encompasses all information, data, media and content used to describe a vacancy or job opening of the Customer, meant for publication on a Third Party Platform, and used to attract applicants. It includes, but is not limited to a Job Description, the name of the Customer's company, the cut-off date for applications, the skills required of applicants, etc.

1.23. **VONQ**

VONQ B.V., with its statutory seat at Beursplein 37, 3011 AA Rotterdam, the Netherlands, registered with the chamber of commerce under number 2402216.

1.24. **Online Services**

The Software and the Websites of VONQ located at vonq.nl, vonq.com, 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 path under the aforementioned 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 unless otherwise agreed to in writing.

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:

Software and Online Services: Customer has placed an order to purchase the Services that are offered by VONQ's Software and Online Services for the price as shown, has agreed to the Terms and Conditions and has clicked on the relevant button to indicate their acceptance.

SOF: 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;

Email: VONQ has received an email from Customer containing the unconditional acceptance by Customer of an offer as set out by VONQ in an email to Customer.

2.3. All descriptions and specifications of the Service(s) on the Software, Online Services, 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, without prior notice to Customer.

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 finalization 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 three (3) months.

3.2. In case of breach of contract, 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, unless otherwise has been agreed between Parties in writing.

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 sub-licensing 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, accuracy 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 and in writing.

4.6. Where applicable, VONQ provides the Services on behalf of Customer. Therefore, Customer is responsible for all content, media and the like Customer provides VONQ and is posted on the internet by VONQ at the request of Customer in relation to any of the Services offered by VONQ, such as, but not limited to, the content or associated media of Job Post, Job

Marketing or Recruitment Marketing Campaigns, and indemnifies VONQ from claims from third parties with regard to these postings. Where VONQ has reasonable grounds to believe that such content is illegal or incompatible with these General Terms and Conditions, VONQ may decline to publish it or remove it in accordance with article 12.

4.7. Where an Agreement concerns the publication of material of Customer, VONQ may also decline to publish, withdraw or remove such material where, on objective grounds, its publication would cause serious harm to the reputation of VONQ, its affiliates, other Customers or natural persons. VONQ will exercise this right diligently, objectively and proportionately, will notify Customer with a statement of reasons, and will otherwise apply articles 12.6 to 12.9.

4.8. Where applicable, Customer is responsible for ensuring that all information, materials, data, images, brand assets, claims and instructions it provides are accurate, lawful and suitable, and confirms that it holds the rights and permissions to provide them and to allow their use for the Service.

4.9. The Customer is responsible for reviewing and approving all final Creatives before they are published, distributed or otherwise used externally, including verifying factual, legal, product, pricing, statistical and regulatory claims. Where VONQ publishes on the Customer's behalf, it does so only following the Customer's approval, and VONQ is not responsible for the Customer's use or publication of approved Creatives.

4.10. The Customer shall use the Service and the Creatives solely for its own lawful recruitment-marketing purposes as described in the "Project Description" section in the applicable SOF, and not for any unlawful, discriminatory or otherwise high-risk purpose.

4.11. The Customer may not request Creatives that are unlawful, infringing, misleading, discriminatory, defamatory, harmful or otherwise inappropriate. VONQ may refuse or suspend any request or Creative that may create a legal, regulatory, reputational or safety risk. Where this concerns Customer Content, article 12 applies.

4.12. If either party becomes aware that delivered Creatives may be unlawful, infringing, materially inaccurate or harmful, it will notify the other party promptly, and the parties will cooperate in good faith to correct, replace or remove the relevant Creatives where appropriate.

4.13. VONQ Job Post Customers shall not distribute Job Postings under any name other than their own business name via the Environment without VONQ's prior express written consent.

4.14. Where VONQ Job Post Customers utilize their own third-party contract in conjunction with VONQ's Services, such Customers must ensure that they hold the necessary subscriptions and comply with all obligations related to third-party platforms used within VONQ's Services.

4.15. 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), for any conduct that, 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, in accordance with articles 12.6 to 12.9.

4.16. 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 will inform Customer of the alterations as soon as possible.

4.17. Any recommendations provided by VONQ's Artificial Intelligence systems are provided for informational purposes only and should not be considered as professional advice. These recommendations are intended to serve as guidance, and VONQ assumes no responsibility for any Customer decisions made based on them.

4.18. To enhance and expand VONQ Job Post capability and functionality, VONQ may analyze Customer data in an aggregated and anonymized form. Any insights derived from this analysis will be the property of VONQ. VONQ ensures that such data will not be traceable

back to the Customer. The data entered into the Job Posting application and VONQ prenegotiated channels (if applicable) by the Customer is and remains the property of the Customer.

5. Online Services and Software

5.1. VONQ offers Customers and employee users the possibility to make use of the Online Services and its Software. VONQ offers Customers worldwide instant access to a portfolio of job posting and advertising channels to bring any of their vacancies in front of the right target audience and to distribute their Job Postings via multiple channels. On the Software and Online Services of VONQ, Customers may request Services of VONQ, access such Services, enter into an Agreement with VONQ and communicate with VONQ.

5.2. The functionality of the Online Services and Software will be available approximately twenty-four (24) 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 email in advance, if feasible. Unless explicitly agreed otherwise, VONQ is under no circumstances liable for any downtime of the Services of its Online Services or Software.

5.3. The terms and conditions of use of VONQ Job Marketing are set out in the Terms and Conditions for users of the VONQ Job Marketing Software, which are accessible at https://www.vonq.com/terms-and-conditions/.

6. Subscription

6.1. In order to access the VONQ Job Marketing Software or Job Post Environment and to receive certain Services, Customers may be charged by VONQ. Terms and prices of the paid subscription Service are set out in the SOF. Unless explicitly agreed by the Parties, all price and payment conditions of the subscription Service SOF are subject to article 14 of the General Terms and Conditions.

6.2. Unless explicitly agreed otherwise, the term for a subscription to VONQ Services shall be twelve (12) months. After the initial term, the subscription automatically renews for a further period of twelve (12) months per renewal subject to VONQ's right to revise and adjust the terms and conditions of the subscription on an annual basis.

6.3. Unless explicitly agreed otherwise, a subscription may be terminated in writing at least one (1) month before the expiration date of the current twelve (12) month term.

7. Job Description

7.1. VONQ offers the Service of creating or amending a Job Description for Job Marketing or Recruitment Marketing Campaigns and other VONQ Services 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 no of ten (10) 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 ten (10) 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, thirty (30) 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 8.2.

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 8.2.

7.7. Customer is not entitled to suspend payments to VONQ where a Job Description has not been (timely) 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 Marketing Campaigns

8.1. The details of the Service, such as but not limited to the Third Party Platforms as targeted, the duration of 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.

8.2. 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:

8.2.1. Customer has provided all necessary Content for the Recruitment Marketing Campaign to VONQ upon the conclusion of the Agreement;

8.2.2. Customer has requested the Service of VONQ to provide the Job Description and the Job Description has been finalized as set out in article 7 and the further Content for the Recruitment Marketing Campaign is available to VONQ.

8.3. VONQ usually needs 24 to 72 hours to conduct Recruitment Marketing Campaign(s) on Third Party Platforms. The exact moment of publication of the Job 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.

8.4. 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.

8.5. Postings and Publications on Third Party Platforms could, for reasons beyond the control of VONQ, not be placed successfully. VONQ will not invoice Job Postings that have not been

placed successfully. VONQ endeavours to take all reasonable efforts to process Job Postings as ordered by the Customer, but hereby retains the right not to process a particular Job Posting that the Customer Campaign contains.

8.6. 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.

8.7. Customer is only allowed, unless explicitly otherwise stated by VONQ, to include one (1) role in a Recruitment Marketing Campaign. Where Customer wishes to include another role, such shall be deemed to be a separate Job Posting and invoiced to Customer accordingly.

8.8. 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.

8.9. A Recruitment Marketing Campaign runs for a set duration of time. Once the campaign has ended, Customers may purchase a new Recruitment Marketing Campaign to renew it.

9. Campaign Performance and Reporting

9.1. VONQ offers Customers the possibility to make use of the Software Campaign Performance and Reporting, as an add-on Service to VONQ Job Marketing, under the conditions as set out in this article.

9.2. Customer acknowledges and agrees that Customer is solely responsible to ensure that all tracking Snippets to use Campaign Performance and Reporting are installed and/or implemented. Customer in addition acknowledges and agrees that Customer is solely responsible to maintain the aforementioned functionality, and code, and to ensure that it keeps working when changes on Customer's career site take place after the initial set-up and validation.

9.3. Customer acknowledges and agrees that Campaign Performance and Reporting is not custom-built and that VONQ cannot be held to perform any modifications or changes to the Service.

9.4. Customer acknowledges and agrees to support the correct functioning of Campaign Performance and Reporting by accepting upgrades and updates of Campaign Performance and Reporting as may be issued from time to time.

9.5. Customer acknowledges and agrees that VONQ cannot warrant that the Campaign Performance and Reporting Services are free of defects and will operate without interruptions. If necessary, VONQ may install temporary solutions, program bypasses or problem-avoiding restrictions.

10. Credit(s)

10.1. Where VONQ has offered the Customer the possibility to request Services based on Credit(s), the following conditions apply.

10.2. Customer is only allowed to request the Services from VONQ under the Credit(s) as set out by VONQ and only for those specific Services for which the Credits were purchased.

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

11. AI Services

11.1. Where applicable, VONQ products may use artificial intelligence, generative AI and automation tools to create, edit, translate, optimise and format Creatives, and to build, manage and programmatically publish campaigns. VONQ applies human and automated quality controls and remains responsible for performing the Service, even where AI tools are used.

11.2. The Service is provided in line with applicable law, including the transparency obligations of the EU Artificial Intelligence Act (Regulation (EU) 2024/1689) for AI-generated or manipulated content. An overview of VONQ's AI policy is available upon request.

11.3. The Customer is responsible for deciding whether any Creative must be labelled or disclosed as AI-generated, AI-assisted or synthetic content under applicable laws, platform rules or its own policies, and must provide any required disclosure instructions to VONQ in advance where VONQ publishes on its behalf.

12. Content Restrictions and Moderation

12.1. This article applies to all Content, Vacancy Data and other information that Customer, or anyone acting on its behalf, provides to VONQ or uploads to or publishes through the Online Services, Software or Services, including Job Postings and Recruitment Marketing Campaigns ("Customer Content"). This article describes the restrictions VONQ applies to Customer Content and the policies, procedures, measures and tools VONQ uses to moderate it, in accordance with Article 14 of Regulation (EU) 2022/2065 (the "Digital Services Act").

12.2. Customer shall not provide, and VONQ may restrict in accordance with this article, any Customer Content that:

12.2.1. is illegal under applicable EU or Member State law, or under the law of the country in which it is published;

12.2.2. discriminates, directly or indirectly, on any ground protected by applicable equal treatment law, including sex, age, race or ethnic origin, religion or belief, disability, sexual orientation or nationality;

12.2.3. does not relate to a genuine and existing vacancy, or is misleading as to the employer, the role, pay, location, working conditions or type of contract;

12.2.4. requires applicants to pay a fee, buy goods or services or make an investment in order to apply or be hired, or promotes pyramid, multi-level marketing or similar schemes;

12.2.5. infringes intellectual property, privacy or other rights of third parties, or involves the unlawful processing of personal data, including requesting personal data from applicants that is not necessary for the recruitment process;

12.2.6. contains malware, phishing links or other harmful code or links;

12.2.7. is sexually explicit, violent, hateful, defamatory or otherwise harmful;

12.2.8. breaches the published content policies of the relevant Third Party Platform; or

12.2.9. otherwise breaches the Agreement or articles 4.8 to 4.11 of these General Terms and Conditions.

12.3. VONQ may review Customer Content (i) before publication, (ii) after publication on its own initiative, and (iii) on receipt of a notice from a third party, a Third Party Platform or a competent authority. Any person may notify VONQ of Customer Content they consider to be illegal via legal@vonq.com. A notice should include an explanation of why the content is

considered illegal, the exact electronic location of the content (such as the URL), the name and email address of the notifier, and a statement that the notice is made in good faith and is accurate and complete. VONQ processes notices in a timely, diligent, non-arbitrary and objective manner and informs the notifier of its decision.

12.4. VONQ uses the following tools for content moderation:

12.4.1. automated checks, including keyword and pattern filters that screen Customer Content for indications of the restrictions listed in article 12.2, such as discriminatory wording, requests for payment or suspicious links;

12.4.2. technical validation checks and feedback from Third Party Platforms; and

12.4.3. human review by trained VONQ staff.

Automated tools may flag Customer Content or hold it for review before publication. VONQ does not remove or disable access to Customer Content, or suspend or terminate Customer's access to the Services, solely on the basis of an automated decision; such decisions are taken or confirmed by a human reviewer. Where a Third Party Platform rejects or removes a Job Posting under its own policies, that decision is taken by the Third Party Platform and not by VONQ, and VONQ will inform Customer where VONQ is notified of it.

12.5. Where VONQ has reasonable grounds to believe that Customer Content is illegal or incompatible with article 12.2, VONQ may, depending on the circumstances:

12.5.1. ask Customer to amend the Customer Content;

12.5.2. decline to publish or put on hold the publication of the Customer Content;

12.5.3. restrict the visibility of, remove or disable access to the Customer Content, on all or some Third Party Platforms or in all or some countries; or

12.5.4. suspend or terminate Customer's access to all or part of the Services in accordance with article 12.7.

12.6. VONQ applies and enforces the restrictions in this article in a diligent, objective and proportionate manner, with due regard to the rights and legitimate interests of all parties involved, including Customer, applicants and other users of the Services, and to the fundamental rights protected by the Charter of Fundamental Rights of the European Union, including freedom of expression and the freedom to conduct a business. When choosing a measure, VONQ takes into account the nature and severity of the issue, whether it concerns illegal content or a contractual breach, whether it is repeated, the intent of Customer where known, and whether a less restrictive measure, such as a request to amend, is sufficient. VONQ applies these standards consistently to all Customers.

12.7. VONQ will only suspend or terminate Customer's access to all or part of the Services under this article where the breach is serious or repeated. Unless the Customer Content is manifestly illegal or there is an urgent risk of harm to applicants, other users, third parties or VONQ, VONQ will first warn Customer and give it a reasonable opportunity to remedy the breach. Any suspension will be for a reasonable period. Termination of the Agreement is subject to article 3.

12.8. When VONQ takes a measure under articles 12.5.2 to 12.5.4, VONQ will notify Customer by email no later than the moment the measure takes effect. The notification will include a clear and specific statement of reasons, setting out:

12.8.1. the measure taken and, where relevant, its territorial scope and duration;

12.8.2. the facts and circumstances relied on, including whether the measure followed a notice under article 12.3;

12.8.3. whether automated means were used to detect the content or take the decision;

12.8.4. where the content is considered illegal, the legal ground relied on, and where it is considered incompatible with these General Terms and Conditions, the contractual ground relied on; and

12.8.5. the redress options available to Customer under article 12.9.

VONQ will not provide such a notification where this is prohibited by law or by an order of a competent authority.

12.9. Customer may lodge a complaint against a decision under this article within six (6) months of being notified of it via legal@vonq.com. VONQ will handle complaints in a timely, non-discriminatory, diligent and non-arbitrary manner. Each complaint will be reviewed by a person who was not involved in the original decision, and VONQ will reverse the decision without undue delay where the complaint shows that it was unjustified. VONQ will inform Customer of the outcome and the reasons for it. This is without prejudice to Customer's right to use any out-of-court dispute settlement available under the Digital Services Act and to bring proceedings before the competent court in accordance with article 19.7.

12.10. VONQ will inform Customers of any significant change to this article in accordance with article 19.4.

13. Electronic means of communication

13.1. If VONQ and Customer communicate with the aid of electronic means, such as email 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.

13.2. 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.

14. Price and payment

14.1. 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 thirty (30) calendar 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, at the applicable statutory rate, without any further notice of default. Late payment by Customer will entitle VONQ to suspend the provision of Services until payment has been received.

14.2. 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 for paying VONQ the full amount agreed upon in the Agreement, as well as any additional amounts payable under article 14.9.

14.3. Payments that Customer has already made to VONQ will not be refunded upon the early termination of the Agreement.

14.4. VONQ shall not provide refunds or reimbursements for any duplicate applications received across its Services.

14.5. Unless otherwise indicated, VONQ's prices are expressed in EURO (€) and exclude VAT and any other taxes and levies.

14.6. 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 without prior notice.

14.7. VONQ reserves the right to apply price variations, including markups or discounts, for Third Party products (e.g. job board listings).

14.8. VONQ is entitled to adjust the price of its Services annually on each anniversary of the effective date of the service order/agreement. In any case, the prices shall only increase from the previous year's price by not more than the change in the Consumer Price Index figure ("CPI") set by the Dutch Central Bureau of Statistics Centraal Bureau voor de Statistiek ("CBS") over the same period.

14.9. Where Customer has access to, or manages, campaign budgets, bids or other settings on a Third Party Platform (including but not limited to Indeed), whether directly or through an account set up or administered by VONQ, Customer is solely responsible for all budgets, bids and settings it enters or amends. Customer shall pay VONQ all costs incurred in connection with such account, including any spend exceeding the amount set out in the Agreement that results from Customer's settings, adjustments or input errors, whether or not such spend was intended. VONQ has no obligation to monitor Customer's budgets or settings and is not liable for any overspend, underspend or pausing of campaigns resulting from account budgets or credit limits set by VONQ or the Third Party.

15. Customer's rights and obligations

15.1. 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), Software or Online Services – to VONQ or Third Parties.

15.2. 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.

15.3. 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 Online Services in order to obtain information, including but not limited to personal data or information on other users of the Service(s) or Software or any of VONQ's clients that is not deliberately and easily made available through the Service(s), Software or Online Services.

15.4. 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 of information and know-how that belongs to VONQ.

15.5. Notwithstanding the provisions of this article 15, Customer must refrain at all times from the improper use of the Service(s), Software, Online Services and the data which can be accessed by means of the Service(s), Software or the Online Services. If VONQ reasonably suspects improper use by Customer, Customer will owe VONQ an immediately due and payable penalty, without any judicial intervention, of EUR ten thousand (€10,000) 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 15.1 and 15.3 above. The

aforementioned immediately due and payable penalty may never be deducted from any possible compensation due by Customer to VONQ.

16. VONQ's liability and indemnity

16.1. The Services are provided "as is". VONQ does not guarantee the accuracy or completeness of the Software or Online Services 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.

16.2. 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.

16.3. Customer acknowledges that while Artificial Intelligence technologies are used to enhance recruitment campaigns, occasional errors may occur. These Artificial Intelligence systems are provided as a separate service by a third-party partner of VONQ, and VONQ shall not be held liable for any content generated by these systems, including inaccuracies, omissions, or mistakes made in their use.

16.4. 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), Software or Online Services.

16.5. 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.

16.6. VONQ is not liable for an incorrect distribution of a Job Posting if it can demonstrate—such as through log files, etc.—that the posting was correctly delivered to the Third-Party Platform.

16.7. VONQ strives to provide Customer with the Services in the most optimal way, including publishing the Recruitment Marketing Campaigns and Job Postings in a careful and adequate manner. However, it may occur that Non-affiliated Parties move to publish the Recruitment Marketing Campaigns or Job Postings on their own initiative and platforms. This may cause the Job Description to be available online after Customer has informed VONQ to withdraw the Job Marketing, Recruitment Marketing Campaign or Job Posting 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 or Job Postings 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 or Job Postings by Non-affiliated Parties.

16.8. The Online Services 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.

16.9. The Customer acknowledges that AI-assisted Creatives require human review and may be inaccurate, incomplete or non-unique. Except as expressly agreed, VONQ does not warrant

that Creatives will be error-free, unique, protectable, accepted by any platform, or suitable for any specific legal, regulatory or commercial purpose. Campaign predictions and performance estimates are indications only and are not guarantees.

16.10. VONQ takes appropriate technical and organisational measures to protect personal data processed under the Agreement, in accordance with applicable data protection law, VONQ's Privacy Policy and, where applicable, the data processing agreement between the Parties, but will not accept any liability for any resulting misuse of such data in case of infiltration of its Online Services 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.

16.11. 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.

16.12. Direct damage exclusively means:

16.12.1. 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;

16.12.2. 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.

16.13. 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.

16.14. 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.

16.15. VONQ does not accept any liability for damages caused by an intentional act or omission or gross negligence by Customer.

16.16. 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 Online Services, Software 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.

16.17. 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 exceeds thirty (30) 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.

16.18. 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.

16.19. 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).

17. Intellectual property rights

17.1. All intellectual or industrial property rights to the Online Services, Software and/or further Service(s) and all technology, hardware, other materials and information developed by VONQ and/or made available by VONQ to Customer, such as, but not limited to designs, documentation, reports, offers, models, techniques, data files, AI models, tools, prompts, workflows, as well as the preparatory material relating thereto, vest exclusively in VONQ or its licensors. Use of the Online Services, Software 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.

17.2. Subject to payment of the applicable fees, and to the extent that VONQ holds assignable rights and subject to the terms of the underlying AI tools and providers, VONQ assigns to the Customer its rights in the final Creatives delivered specifically for the Customer. The Customer acknowledges that AI-assisted Creatives may not be unique or protectable by intellectual property rights, and that conditions imposed by AI providers (for example usage restrictions, attribution or watermarking) may apply where notified to the Customer.

17.3. Customer agrees not to reproduce, duplicate, copy, sell, resell, lease, rent, loan or exploit for any commercial purposes, any portion of the Service(s), use of the Service(s), or access to the Online Services, Software and/or Service(s) unless it has first obtained the prior express written consent of VONQ to do so.

17.4. 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.

17.5. 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 on and in relation to providing its Services. 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 and as necessary for the proper provision of its Services. VONQ is entitled to the database rights on the database(s) that are created by VONQ in the performance of the Agreement and rendering its Services and may consist (in whole or in part) of data supplied by Customer.

17.6. 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.

17.7. All intellectual or industrial property rights with respect to content that is added to the Online Services and/or Service(s) by or on behalf of Customer will remain with Customer. By acceptance of these General Terms and Conditions, Customer will then grant VONQ a licence to reproduce and disclose the content added to the Online Services 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 Online Services.

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 during pre-negotiations of the

Agreement, 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 Customer before the negotiation and 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.

18.3. The obligation to maintain confidentiality, as described in paragraph 18.1 of this article, lasts for two (2) 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.

18.4. A Party may disclose this Agreement, including in redacted form or by providing relevant extracts, to third-party verification providers for identity verification, KYC/AML, advertising platform verification, or similar compliance purposes, provided that such disclosure is limited to what is reasonably necessary and the recipient is bound by confidentiality obligations.

19. Miscellaneous

19.1. 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.

19.2. 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. In this case, the Parties shall endeavor to negotiate a substitute provision that best reflects the economic intentions of the Parties without being unenforceable, and shall execute all agreements and documents required in this connection.

19.3. 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.

19.4. 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 fourteen (14) days have passed since notice thereof to Customer.

19.5. VONQ recognizes that the Customer may independently choose to utilize artificial intelligence tools to review or summarize this Agreement. The use of such tools shall not sever, separate, or alter the Customer''s legal consent. The Customer assumes sole risk for any AI-generated misinterpretations, hallucinations, or omissions, and the Customer's execution of this Agreement constitutes absolute, unconditional acceptance of the literal written text herein.

19.6. 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.

19.7. All disputes between VONQ and Customer must be submitted to the competent court in Rotterdam, the Netherlands.

19.8. All claims of Customer lapse twelve (12) months after the Service(s) to which these claims refer has/have been performed or on such earlier date as stipulated by law.

19.9. These General Terms and Conditions should be read in conjunction with VONQ’s Privacy Policies which can be accessed via the following link: https://www.vonq.com/privacy-policy/.

19.10. If a VONQ employee, contractor, user, or Customer becomes aware of an information security incident, possible incident or imminent incident, then they shall immediately report the information using one of the following communication channels: Email iso@vonq.com information or reports about the event or incident.