

TERMS AND CONDITIONS

Terms and conditions of Online Recruit Group B.V., registered at Olympia 1a&b, 1213 NS Hilversum, The Netherlands, Chamber of Commerce number 32145061, VAT number NL820303720B01, operating under the tradename "OnRecruit".

By accessing and using OnRecruit's services, you accept and agree to these Terms and conditions.

Term and Termination:

Unless otherwise stated in the Collaboration Agreement, the term of Collaboration shall be for a period of three (3) months, after this initial term, the agreement extends to an ongoing period with a term of notice of one (1) month.

Pricing, Invoicing and Payment:

OnRecruit's prices for its services are set out in the "Collaboration Agreement". Prices are mentioned excluding V.A.T.. OnRecruit reserves the right to amend its prices with thirty (30) days minimum written notice to Client. Invoicing and payment conditions are described in the Collaboration Agreement.

Ownership of data and data use:

Client Data shall remain the property of Client. Client agrees that from time to time OnRecruit may aggregate its Client Data with data from other online sources such as other Clients of OnRecruit, and use such aggregated data for the benefit of all its clients. Parties will comply with all applicable Data Protection Laws.

On the Client's website OnRecruit may track, store and/or report user activities for the Client. Such data will typically be impressions, interactions (applies, registrations) and clicks and similar data related to user activities on the Client's website. Data may be made available to the Client via logins or in other ways.

For the Services to be delivered by OnRecruit to Client, it is understood that Client shall not transfer or grant OnRecruit access to any Personal Data and that OnRecruit shall not receive or obtain access to any Personal Data. For the avoidance of doubt, it is agreed that should OnRecruit come into possession of or get access to Personal Data from Client, Client shall be the Data Controller for any such Personal Data processed by OnRecruit when



providing the Services and OnRecruit shall act as Data Processor. Unless otherwise instructed by Client the Personal Data shall only be processed by OnRecruit in order to be able to deliver the agreed Services.

OnRecruit shall implement appropriate technical and organizational security measures to protect the Personal Data against accidental or unlawful destruction, loss or alteration and against unauthorized disclosure, abuse or other processing in violation of the provisions laid down in the Dutch Personal Data Protection Act.

Client warrants to OnRecruit that any Data received from Client and processed by OnRecruit when delivering the agreed Services has been collected in accordance with applicable laws on the protection of data subjects.

Intellectual Property Rights:

OnRecruit reserves all patent, copyright, trade mark, trade secret and other intellectual property rights in or related to its Services (in each case, including, but not limited to, all API specifications, software, concepts, methodologies, techniques, models, templates, algorithms, trade secrets, processes, information, materials, source codes and know-how contained therein, all modifications, updates, enhancements and derivative works thereof, all documentation and manuals related thereto and all other aspects of such technology).

Client reserves all patent, copyright, trade mark, trade secret and other intellectual property rights in or related to content provided to OnRecruit. OnRecruit will not infringe or violate or challenge, and will use its best endeavours to preserve and protect, all such rights. Notwithstanding the foregoing, Client is deemed to have obtained and hereby grants to OnRecruit a non-exclusive, perpetual, royalty-free, worldwide license to use any content provided by Client solely for the purposes of providing Services, including, without limitation, to store, optimize and serve ads or advertising materials.

Limitation of Liability:

The parties shall not be liable for any loss of profits, customers, damage to reputation, indirect damages, this limitation applies even if the parties have been advised of the possibility of such damages, or should be reasonable aware of that possibility. OnRecruit's total aggregated liability for all claims arising under or related tot this agreement shall not exceed the fees paid by client to OnRecruit in the six months preceding the event causing such liability. The parties acknowledge and agree that this section describes a reasonable allocation of risk and that, in the absence of these limitations of liability, the terms of this agreement would be substantially different.



OnRecruit reserves the right to change these Terms and conditions from time to time. If there are any changes to our privacy policy, OnRecruit will announce that by sending an announcement per e-mail to its clients thirty (30) days prior to these changes taking place.

Hilversum, January 2017