

## TERMS AND CONDITIONS

Terms and conditions of Online Recruit Group B.V., Olympia 1a&b, 1213 NS Hilversum, The Netherlands, registered 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 twelve (12) months, after this initial term, the agreement extends to an ongoing period with a term of notice of one (1) month, unless otherwise stated.

### **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 purpose of 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 DataProcessor. Unless otherwise

instructed by Client the Personal Data shall only be processed by OnRecruit in order for OnRecruit 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 DataProtection 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.

### **Data Breaches:**

In case of a Data Breach, OnRecruit has to notify the client within 24 hours after the data breach was discovered and, insofar possible, has to provide the Client with the following information:

- A summary of the events surrounding the Data Breach;
- The date of the Data Breach, or the period over which it lasted;
- The (presumed) cause of the Data breach
- A description of the kind and number of people whose personal data was (or may have been) compromised by the Data Breach and, if known, the identity of the people involved;
- The categories of personal data that are (or may be) the subject of the Data breach;
- A description of any way in which the involved personal data is encrypted, anonymised,
- Pseudonymised or can be erased remotely;
- The measures that have been taken, or still have to be taken, in order to minimise the consequences of the Data breach and to prevent reoccurrence;

### **Confidentiality:**

OnRecruit will keep confidential the Personal information as well as any other information that it processes as a result of the Agreement. Insofar this has not been contractually established with employees of OnRecruit, or individuals working for OnRecruit, OnRecruit will require these individuals to sign a confidentiality agreement with regard to the personal data that may come to their attention.

OnRecruit will in no case make public the Personal data or pass it on to third parties, unless Client gives explicit prior permission or if a legal regulation obliges OnRecruit to do so.

### **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, 3 and will use its best endeavors 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 his 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 30 days prior to these changes taking place.

Hilversum, April 2018