

CONNEXQTIN'S TERMS OF SERVICE FOR CUSTOMERS

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Hi! Welcome to CONNEQTIN, a digital platform providing you with on-demand connection to recruiters that will recruit the perfect profiles for your open vacancies. These Terms govern your use of the CONNEQTIN platform and help to define the relationship between you and DS74. By providing you these with these Terms, we aim to act transparently and try to, proactively, answer any questions you might have regarding support, payment, term, etc. By using the Platform, you agree with the latest version of these Terms. We kindly ask you to read these Terms carefully and keep them in mind every time you use the Platform.

I. DEFINITIONS

Agreed Price: the total amount paid by the Customer to the Recruiter (Company) for the successful performance of an Assignment;

Agreement: the collective term for all arrangements related to the Platform between the Customer and DS74, including (i) the Registration Form, (ii) the Posting, (iii) the Framework Agreement (if applicable), and (iv) these Terms;

Assignment: the description of the vacancy in the Post;

Credits: the credits used to pay Fees to DS74;

Customer (or **you**): every legal entity relying on the Services and Platform of DS74 for professional use, including all employees / users that have access to the Platform. Each Customer account shall need to be connected to a unique enterprise number. The Customer and DS74 are collectively referred to as "Parties";

DS74 (or **we** | **us**): the limited company ("besloten vennootschap") DS74, incorporated and existing under the laws of Belgium, with registered office at BE 8760 Meulebeke, Steenstraat 82, with company / VAT number BE-0782.766.937, registered in the Register of Legal Entities of Gent division Kortrijk;

Employment Contract: the contract concluded between the Recruited and the Customer;

Fee: (i) the fixed fee the Customer pays to DS74 when it places a Post of an Assignment on the Platform, and/or (ii) the fixed fee the Customer pays to DS74 when a Recruitment Contract is concluded with a Recruiter;

Force Majeure: all circumstances which were reasonably unforeseeable at the time the Agreement was concluded, are unavoidable, and create (i) the inability on the part of a Party to carry out the Agreement, or (ii)

make the implementation of the Agreement harder or more difficult than normally anticipated (financially or otherwise). For example (but not limited to): hardship, natural disasters, war (threats of) terrorism, strikes, lock-out, diseases, pandemics, shortage of personnel, organisational conditions, confiscation, fire, scarcity of (raw) materials, bankruptcy or delays on the part of suppliers or subcontractors;

Framework Agreement: the agreement concluded between DS74 and the Customer containing specific provisions which (i) are not covered by these Terms or (ii) deviate from these Terms;

Offer: the non-binding offer a Recruiter makes with regard to the performance of an Assignment;

Platform: the platform developed by DS74 through which DS74 offers its Services;

Post: uploading an assignment to the Platform, for which a Recruiter can make an Offer;

Privacy Legislation: the (supra)national privacy legislation, applicable on the processing of personal data by DS74 or the Customer, related to the execution of the Agreement, such as, but not limited to (i) the Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('General Data Protection Regulation' or 'GDPR'), (ii) Directive 2002/58/EC of the European Parliament and Council of 12 July 2002, concerning the processing of personal data and the protection of privacy in the electronic communications sector ('E-privacy Directive'), (iii) the Belgian Data Protection Law of 30 July 2018 and any other implementation in national legislations;

Recruited: the physical person that is recruited by the Recruiter and will sign an Employment Contract with the Customer;

Recruiter: each physical person or legal entity appointed by the Recruiter Company that will perform the Recruitment activities, as demanded by the Customer;

Recruiter Company: each legal entity that performs the Recruitment activities or has several Recruiter-employees that perform the Recruitment activities;

Recruitment Contract: the contract concluded between the Customer and the Recruiter (Company) in which the Assignment and the price for the assignment are agreed upon;

Referral Code: a code that can be generated on the Platform by the Customer. This code can be used by new customers when registering as Customer on the Platform.

Registration Form: the form filled in by the Customer in order to sign up to the Platform and being able to Post Assignments;

Services: all services provided by DS74 with regard to the Platform, such as, but not limited, (i) connecting the Customer with suitable Recruiters (including providing the Recruiter with instructions/information in relation to the Recruitment), (ii) providing a right of access to the Platform to the Customer, and (iii) providing a template Recruitment Contract for the Company and the Recruiter to sign, etc.;

Terms: These Terms of Service for Customers;

Website: www.connextin.com, as well as any subdomains or other/future websites of DS74;

II. GENERAL TERMS AND CONDITIONS

1. Applicability of the Terms

1.1. Unless explicitly determined otherwise in writing, the entire relation between DS74 and the Customer (such as, the Services and the access to the Platform), is governed by, in descending hierarchical order (i) Framework Agreement, if applicable, (ii) the Registration Form, (iii) these Terms and (iv) Belgian law.

1.2. These Terms are specifically tailored to the use of the Platform and the Services and are thus best suited to govern the relation between DS74 and the Customer. Therefore, the Customer agrees these Terms always shall take precedence over its own terms and conditions, which shall not be enforceable against DS74 (even if the Customer declares them the only valid terms).

1.3. The Agreement has a fixed duration for as long as the Customer relies on the Platform and/or Services of DS74 (without prejudice to the articles of these Terms intended to survive the term of the Agreement).

2. Qualification of DS74

2.1. When providing the Services under the Agreement, DS74 is acting as an intermediary to allow the Customer and the Recruiter Company to conclude Recruitment Contracts. In no event, DS74 shall be regarded as Recruiter, principal of a Recruiter (Company) or as the provider of recruitment services.

2.2. DS74 offers the Company and the Recruiter Company a standard Recruitment Contract as part of it Serviced. However, DS74 can never be held liable for the content of the contract (nor for any damage/liability resulting therefrom), as the Company and the Recruiter are obliged to add their own arrangements therein and/or can alter clauses.

2.3. The Customer ensures that its representatives for the conclusion of a Recruitment Contract are authorized and have the capacity to legally represent and lawfully sign the Recruitment Contract in the name and on behalf of the Customer. The Customer is not entitled to claim the invalidity of the signature or the non-binding character of the Recruitment Contract in case of signing by a representative / employee without legal or contractual capacity to sign the Recruitment Contract. The Customer shall in any event be considered to be validly (legally) represented and undertakes to validate a Recruitment Contract where it was invalidly represented.

DS74 cannot be held liable, in any way, for any misrepresentation by either contracting party during the closing or any invalidity of the Recruitment Contract between the Customer and the Recruiter Company.

3. Recruitment

3.1. Assignment

3.1.1. The Customer is allowed to Post Assignments on the Platform (anonymously).

3.1.2. Each Assignment shall include all information necessary/useful for a Recruiter to place an Offer.

3.1.3. The Customer shall be responsible both towards DS74 and the Recruiter for the accuracy of the information embedded in the Posted Assignment.

3.2. Offer

3.2.1. The Recruiter has the right to ask the Customer for all additional information it deems through the available channels in the Platform, necessary to make an Offer.

3.2.2. If the Recruiter makes an Offer towards the Customer for a Recruitment Contract, this Offer shall be valid for the specific Assignment. The Customer and Recruiter can expressly agree on the modification of the Assignment after the Offer was made by the Recruiter.

3.3. Acceptation / confirmation

3.3.1. The Customer has the option to accept the Offer of one or multiple Recruiters (exclusive or non-exclusive recruitment Assignment). Upon acceptance of the Offer by the Customer, the Recruiter is still entitled to withdraw its Offer, within three (3) business days. As soon as DS74 receives the necessary Fees from both the Customer and the Recruitment Company, the Assignment/Offer is binding and the Recruitment Contract must be concluded between the Recruiter Company and the Customer.

3.4. Rating

3.4.1. DS74 has implemented a rating system as part of its Services. The Customer shall have (amongst others) the option to rate the Recruiter and/or the Recruiter Company and/or give feedback or take surveys regarding the use of the Platform.

3.5. Warranty

3.5.1. If the Customer requests a warranty period (i.e. a period during which the Recruited must remain employed at the Customer), and the Recruiter Company agrees thereto, the Customer retains the right to demand the Recruiter Company to reperform the Assignment if the Recruited leaves the Customer's company within the warranty period.

3.5.2. If the Customer does not demand the reperformance of the Assignment, the Customer shall not be entitled to request a refund of the Fees paid to DS74, nor the Agreed Price paid to the Recruiter Company, unless when agreed upon differently in writing.

4. Cancellation

4.1. The Customer can withdraw or cancel the Posted Assignment up until the moment it accepts the Offer of a Recruiter Company.

4.2. Upon withdrawal or cancellation of the Assignment by the Customer the Customer shall not be repaid the Credits paid for the initial Posting of the Assignment.

5. The Services

5.1. Performance of the Services

5.1.1. DS74 aims to carry out the Services, and this Agreement in general, to its best efforts. Hence DS74 shall always provide the Services with appropriate care and in good faith, and serve the Customer to the best of its understanding, skill insight and ability, as can reasonably be expected from a professional experienced in services of comparable scope, complexity and size ('*best effort obligation*').

5.1.2. The Platform is provided to the Customer "AS-IS". All obligations of DS74 regarding the Platform are to be considered best efforts obligations.

5.2. Availability of the Services

5.2.1. DS74 performs maintenance activities and implements updates of the Platform on a regular basis. DS74 strives to minimise the impact on the availability of the Platform, without giving any guarantees in this regard.

5.3. Relation Customer – Recruiter

5.3.1. If a Customer does not find a suitable Recruiter through the Platform, or the Recruiter cancels the Assignment within the accepted timeframe, DS74 can never be held liable by the Customer, as DS74 (as a mere service provider) has no obligation of result to find a Recruiter and/or to ensure the (proper) performance of the Recruitment Contract.

6. The Platform

6.1. Use of the Platform

6.1.1. DS74 grants the Customer a free, personal, limited, non-exclusive and non-assignable and non-transferable use and access right to the Platform.

6.1.2. The Customer shall be responsible for procuring, maintaining and securing its network connection(s) to the Platform.

6.1.3. In order to use the Platform, the Customer needs to create and confirm an account. The Customer must complete all information required by DS74 and its third-party payment provider, as to allow the Customer to purchase the necessary Credits.

6.1.4. The Customer is obliged to use and access the Platform as a proper and careful user in general and more specifically in accordance with the policies provided by DS74. It must prevent, monitor and/or terminate any unauthorised access, illegal use and/or incompatible use of the Platform. If the Customer discovers such unauthorised access and/or use, the Customer shall notify DS74 immediately, which shall be entitled to take all necessary measures to remedy such access and/or use.

6.1.5. If the Customer observes any deficiency or problem, the Customer is obliged to immediately cease the use of the Platform and make every reasonable effort – or have every reasonable effort made – to prevent any (further) damage.

6.2. Access suspension

6.2.1. DS74 may at any time and without prior notice temporarily or permanently deny or suspend the access of the Customer to the Platform, if the Customer:

(i) Uses the Platform in a way that violates these Terms or legislation in force, or uses the Platform in a way that is detrimental to the integrity of third parties (including the Recruiter/Recruited) or the reputation of DS74;

(ii) Has provided incomplete or inaccurate information when registering on the Platform and/or fails to inform DS74 of any changes in the data provided to DS74 at the time of registration, and/or;

(iii) Provided DS74 with false or incomplete statements.

7. Credits

7.1. The Customer can never Post an Assignment or conclude a Recruiter Contract without Credits. The Customer can purchase Credits in packs, as stated on the Website/Platform. Prices paid for one order shall never be binding for subsequent offers.

7.2. In order to purchase Credits, the Customer must use the payment provider of DS74 that is linked to the Platform. By accepting these Terms, the Customer accepts to automated debiting by DS74's payment partner. DS74 shall debit the credit card of the Customer at the moment of the purchase of Credits.

7.3. DS74 might implement different types of incentive programs, via which the Customer can receive (free) extra Credits (e.g. when the Referral Code of the Customer is used by a new Customer or when rating Recruiters). The details of the incentive programs will be consultable on the Website/Platform.

7.4. The Credits shall remain valid for a period of one (1) year after purchase or receipt of the Credits. The validity period of one (1) year shall reset for all (existing) Credits when the Customer purchases a new pack of Credits.

7.5. The Credits are non-refundable. Therefore, upon expiration date or when the Customer closes its account, the remaining Credits shall not be refunded.

8. Responsibility / Liability

8.1. DS74

8.1.1. The liability of DS74 shall always be assessed in the light of the best efforts obligation to which it has committed. In case of inadequate Services, DS74's liability is limited to the (renewed) performance of the missing or inadequate Services. If the (renewed- performance of the Services is not (or no longer) possible or reasonable, the Customer is entitled to compensation in lieu of the damage suffered.

8.1.2. The liability of DS74 shall be limited to the total Fees paid by the Customer in the last twelve (12) months before the event occurred that led to DS74's liability.

8.1.3. DS74 cannot accept any claim from the Customer or any third parties for indemnification for:

(i) damage caused by incorrect or incomplete information from the Customer;

(ii) damage, resulting from malfunctions or defaults in network communications, devices or infrastructure belonging to the Customer used for accessing the Platform;

(iii) damage caused directly or indirectly by an act of the Customer or any other third party, regardless of whether the damage was caused by a failure to comply with the Agreement, negligence or carelessness;

(iv) damage caused by the further use or application of the Platform and the Services by the Customer after a defect has been found;

(v) damage caused by the improper, inadequate, unauthorized or unlawful use of the Platform/ Services/Recruiter Contract (incl. use not in accordance with these Terms and DS74's policies or guidelines);

(vi) damage caused by the theft or loss of the password of the Platform due to the Customer's negligence;

(vii) damage caused by Force Majeure;

(viii) indirect and consequential damage, such as, but not limited to, loss of profit, loss of savings, loss of revenue, loss caused by business interruption, damage to third parties.

8.1.4. As DS74 is only responsible for connecting the Customer with the Recruiter (Company), it can never be held responsible for the Recruiter Contract and damage resulting from the execution of the Recruitment Contract.

8.1.5. The liability of DS74 can only be invoked by the Customer and not by any other third party.

8.2. The Customer

8.2.1. The Customer assumes the responsibility for the use made of the Services by its employees, including but not limited to: the proper/legal use of the Platform and the Recruitment Contract. Hence, the Customer shall hold DS74 harmless against all claims from the Recruiter (Company) or any other third parties arising from the incorrect or unlawful use of the Platform and/or Services by the Customer. It shall cover all damages such as compensations or legal costs (including reasonable lawyer's fees) provided that DS74 has informed the Customer immediately of any claim arising in that matter.

9. Force Majeure

9.1. In the event of Force Majeure, each Party has the right to temporarily suspend the performance of its obligations without being liable for any damages.

9.2. A situation of Force Majeure that continues beyond three (3) months shall entitle either Party to terminate the Agreement with immediate effect by simple written notification, without judicial intervention and without any liability.

10. Confidentiality and non-solicitation

10.1. All information marked as confidential or reasonably to be considered confidential, disclosed by one Party to the other Party prior to entering into an Agreement as well as during the Agreement shall be treated with the utmost secrecy.

10.2. The Parties shall:

(i) not use, reproduce, or allocate the confidential information in any manner or for any other purpose than their cooperation;

(ii) not engage in, nor authorise others to engage in, the reverse engineering, disassembly or the decompilation of any of the confidential information; and,

(iii) not derive any commercial benefit from the confidential information.

10.3. This confidentiality obligation applies during the course of the contractual relationship between DS74 and the Customer and shall continue to exist for a period of three (3) years from its termination for any reason whatsoever.

10.4. The parties shall remain the sole owner of their own confidential information. Except as expressly set forth herein, nothing in these Terms or the relationship between Parties shall grant the other Party any rights to or interest in the confidential information and no implied licenses are granted by these Terms.

11. Intellectual property rights

11.1. The Customer shall not use DS74's company name, the names or trademarks of the Platform and other Services of DS74 as part of the Customer's name or in any manner capable of misrepresenting the relationship between the Customer and DS74. The Customer shall not alter, remove or tamper with the brands, trademarks, or other means of identification on the Platform and/or other DS74 Services without the prior written consent of DS74.

11.2. The Customer explicitly acknowledges that DS74 shall own and retain all intellectual property rights with respect to the Platform and possible related Services (including all copies, modifications, extensions and derivative works thereof), such as, but not limited to: rights associated with the user interface or the Recruitment Contract, other authorship rights, design rights, know how, domain names and database rights.

11.3. The Customer explicitly authorises DS74 to use the Customer's name and/or project as a reference for publicity purposes, such as by publication on the Website. In this regard, the Customer also authorises DS74 to use the Customer's name, trademark, logo, etc.

11.4. In case of breach of the obligations in this Article, a lump-sum compensation equal to five thousand euros (€ 5.000,00) per individual breach is due by the Customer to DS74, without prejudice to the right of DS74 to claim full compensation for all damage caused by the breach.

12. Privacy

12.1. DS74 as controller

12.1.1. The collection of personal data of the (contact persons at the) Customer shall take place in accordance with the provisions of our Privacy Policy. In such event, we act as controller. This Privacy Policy includes information about the personal data collected by DS74, as well as the manner in which we use and process this personal data for certain purposes. Our Privacy Policy can be consulted (i) when an account is made or (ii) on the Website at any time.

12.2. The Customer as controller

12.2.1. The Customer acknowledges that – with regard to the processing of all data entered and uploaded on the Platform – it shall act as controller and DS74 as processor. All arrangements made between parties in this respect shall be solely governed by our Data Processing Policies.

13. Changes to the Terms or the Platform

13.1. DS74 reserves the right to change or update the Terms and the composition of the Platform at any time. New or amended Terms shall apply from the moment the Customer takes note of, and accepts the new Terms, through a notification and subsequent acceptance by the Customer in the Platform. In the event the Customer has certain questions about the changes made, we invite you to contact us via e-mail (info@connextin.com).

14. Miscellaneous

14.1. No waiver

The (repeated) non-enforcement of any right by DS74 can only be regarded as tolerance with regard to a specific condition and shall not waive our right to invoke this at a later time.

14.2. Divisibility

The invalidity of one or more clauses of the Agreement (even partly), shall not affect the validity of the other clauses and/or the remainder of that clause. In such event, Parties undertake to replace it by an equivalent clause and in case of no agreement, the competent court may mitigate the invalid clause to what is (legally) permitted.

14.3. Non-Transfer

This Agreement and the rights and obligations ensuing from it for the Customer may not be transferred without the explicit consent of DS74. However, DS74 shall have the right to transfer this Agreement and the rights and obligations ensuing from it to a third party.

15. Jurisdiction and applicable law

15.1. Jurisdiction

All disputes arising out or relating to the performance of this Agreement shall be subjected to the exclusive jurisdiction of the competent courts of Kortrijk, Belgium.

15.2. Applicable law

The Agreement as well as any agreement between Parties, of whatever nature, are governed by and construed in accordance with the laws of Belgium, with exclusion of all conflict of laws rules.