

CONNEXQTIN'S TERMS OF SERVICE FOR RECRUITERS

Last updated: August 2022

Hi! Welcome to CONNEXTIN, a digital platform providing on-demand connection to customers in need of recruiters. These Terms govern your use of the CONNEXTIN 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

Agreement: the collective term for all arrangements related to the Platform between the Recruiter Company and DS74, including (i) the Registration Form, (ii) the Offers and (iii) these Terms;

Assignment: the description of the vacancy in the Post;

Credits: the credits used to pay the fixed fee necessary to conclude the Recruitment Contract;

Customer: every legal entity relying on the Services and Platform of DS74 for professional use, including all employees / users that have access to the Platform;

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 Subscription fee payable by the Recruiter Company and/or (ii) the fixed fee the Recruiter Company pays to DS74 when a Recruitment Contract is concluded with a Customer;

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;

Offer: the offer a Recruiter (Company) makes with regard to the performance of an Assignment;

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

Post: an Assignment on the Platform by a Customer, for which a Recruiter (Company) 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 (Company) and will sign an Employment Contract with the Customer;

Recruiter Company: the legal entity that performs the recruitment activities and/or has several Recruiter-employees that perform the Recruitment activities. The Recruiter Company and DS74 are collectively referred to as the "Parties";

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

Recruitment Contract: the contract concluded between the Customer and the Recruiter Company in which the Assignment and the conditions applicable to the performance of the Assignment are stated;

Registration Form: the form filled in by the Recruiter Company in order to sign up to the Platform;

Services: all services provided by DS74 with regard to the Platform, such as, but not limited, (i) connecting the Recruiter (Company) with the customer, (ii) providing the Recruiter (Company) with instructions/information related to the recruitment and (iii) providing a right of access to the Platform to the Recruiter (Company), etc.;

Subscription: a right of access for the Recruiter Company to the Platform, which entitles the Recruiter Company (and its Recruiters) to view the Posted Assignments;

Terms: These Terms of Service for Recruiter Companies;

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 Recruiter Company is governed by, in descending hierarchical order (i) the Registration Form, (ii) these Terms and (iii) 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 Recruiter Company. Therefore, the Recruiter Company agrees these Terms always shall take precedence over its own terms and conditions, which shall not be enforceable against DS74 (even if the Recruiter Company declares them the only valid terms).

2. Qualification of DS74

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

2.2. The Recruiter Company is and shall remain an entity independent from DS74. Nothing in these Terms can be construed as creating an association or partnership of any kind or any relationship of dependence or employment between DS74 and the Recruiter Company (including its Recruiters), not authorise a Party to act as a principal for the other Party.

2.3. Recruiters make offers for and perform the Assignment in name and on behalf of the Recruiter Company, which shall remain fully responsible and liable for the performance of the Assignments. Accordingly, the Recruiter Company commits to ensuring that its Recruiters comply with all obligations (whether of result or means) imposed on them through these Terms.

2.4. The Recruiter Company 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 Recruiter Company. The Recruiter Company 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 Recruiter Company 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. Offer for Assignments

3.1. Offer

3.1.1. The Recruiter (Company) has the right to ask for additional information about the Assignment, before making an Offer for the performance of the Assignment.

3.1.2. If the Recruiter (Company) wants to perform an Assignment, the Recruiter (Company) shall send an Offer to the Customer. The Offer is binding for the conditions stated in the Assignment at the moment the Offer was sent to the Customer.

3.1.3. The Offer shall at least contain all information requested in the Posted Assignment and/or all other information necessary for the Customer to evaluate the Offer.

3.1.4. The Recruiter (Company) shall be responsible for the accuracy of the information provided through the Offer.

3.2. Acceptation / confirmation

3.2.1. Upon acceptance by the Customer of the Offer, a Recruitment Contract shall be concluded between the Recruiter Company and the Customer. The Recruitment Contract shall form the legal binding document which contains the conditions applicable to the performance of the Assignment. The Recruiter Company and Customer can only deviate from the Recruitment Contract expressly and in writing.

4. Performance of the Assignment

4.1. Obligation of result

4.1.1. If the Offer contains an obligation of result, the Recruiter Company needs to reach the goals described in the Assignment/Recruitment Contract.

4.2. Best efforts obligation

4.2.1. If the Offer contains a best efforts obligation, the Recruiter Company's performance of the Assignment shall be assessed in the light of the capabilities, skill and insight as can reasonably be expected from a professional recruiter.

4.3. Sub-contractors

4.3.1. The Recruiter Company may only outsource Assignments to sub-contractors meeting all legal and practical criteria set out by DS74 or the Customer and requires prior approval of the Customer (per sub-contractor and per Assignment). The Recruiter Company remains fully responsible for the acts committed and/or negligence of its recruiter's sub-contractor(s) under these Terms to DS74 and/or the Customer.

4.4. Warranty

4.4.1. If the Recruited leaves the Customer during the warranty period offered by the Recruiter Company, the Recruiter Company shall, if demanded by the Customer, reperform the Assignment free of Charge (as described in the Recruitment Contract).

4.4.2. If the Customer does not demand the Recruiter Company to reperform the Assignment, the Recruiter Company shall not be obligated to refund the agreed upon fees.

5. Cancellation

5.1. The Recruiter (Company) can withdraw the Offer until the moment the Customer accepts the Offer.

6. Subscriptions

6.1. All information regarding the types/content of Subscriptions for Recruiter Companies can be found on the Website and/or the Platform, and might change over time. DS74 will notify the Recruitment Company of changes.

6.2. Basic Subscription

6.2.1. Upon the moment of registration to the Platform, each Recruiter Company has a default Basic subscription.

6.2.2. The Basic Subscription is a free, personal, limited, non-exclusive and, non-assignable and non-transferable use and access right to the Platform. The Recruiter Company can cancel the Basic Subscription at any time.

6.3. Professional Subscription

6.3.1. The Professional Subscription is a paying, personal, limited, non-exclusive, non-assignable and non-transferable use and access right to the Platform. The Recruiter Company can choose for a monthly or yearly Professional Subscription. At the end of the Subscription period, the Recruiter Company shall be notified of the possibility for renewal. If the Professional Subscription is cancelled and/or the use is lowered during the Subscription term, the Fee will not be reimbursed.

6.3.2. If the Recruiter Company fails to renew its Professional Subscription, the Subscription shall be changed to the default Basic Subscription.

7. The Services

7.1. Performance of the Services

7.1.1. 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 Recruiter (Company) 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*').

7.1.2. The Platform is provided to the Recruiter (Company) "AS-IS". All obligations of DS74 regarding the Platform are to be considered best efforts obligations.

7.2. Support

7.2.1. In the Event the Recruiter (Company) needs assistance or has an enquiry with respect to the Platform, it may contact DS74 via the Platform. DS74 strives to assist the Recruiter (Company) as soon as reasonably possible.

7.2.2. In the event of problems with the availability of the Platform, DS74 undertakes its best effort to solve such issue as soon as reasonably possible without giving any guarantee. In any case and where appropriate, DS74 shall be free to determine what is to be considered an adequate solution in this respect.

7.2.3. 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 by performing the maintenance activities and the updates during the off-peak use moments of the Platform. DS74 however does not exclude any downtime in this respect.

7.2.4. All documentation provided in the Platform regarding the use of Services is purely informational.

8. The Platform

8.1. Recruiter Company profile

8.1.1. Each Recruiter Company must create a Recruiter Company profile on the Platform. This profile shall serve as an overarching account, grouping multiple Recruiters. Only Recruiters linked to a Recruiter Company profile shall be able to use the Platform and perform Assignments for Customers. For organisational purposes, legal entities operating as sole proprietors or intending to perform the Assignments themselves (and not rely on any other Recruiters) must create both (i) a Recruiter Company profile; and, subsequently, (ii) a personal Recruiter profile, that is linked / connected to the Recruiter Company profile.

8.1.2. The Recruiter Company shall only connect profiles of Recruiters that meet the conditions embedded in these Terms. The Recruiter Company shall disconnect any Recruiter profile that was rejected / not confirmed by DS74.

8.2. Personal Recruiter profile

8.2.1. Each Recruiter is required to have its own, personal profile. It is not allowed for two (2) Recruiters or more to share one account, even within a Recruiter Company.

8.2.2. Each Recruiter profile must be connected with a Recruiter Company profile. The Recruiter cannot access the Platform, nor can DS74 provide any Services under this Agreement if the Recruiter is not connected to a Recruiter Company.

8.2.3. A Recruiter relying on personnel or sub-contractor to perform Assignments needs to create a Recruiter Company profile and needs to request each employee or sub-contractor to create an individual Recruiter profile.

8.2.4. Customer is able to rate individual Recruiters based on the performances of the Assignments. The way the rating system works shall be shared with the Recruiters (and the Recruiter Company) through the Platform.

8.3. Use of the Platform

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

8.3.2. The Recruiter (Company) is entitled to use and access the Platform in accordance with the applicable policies, and shall use its best endeavours to prevent or terminate any unauthorised access, illegal use and/or incompatible use of the Platform. If the Recruiter Company discovers such unauthorised access and/or use, the Recruiter Company shall notify DS74 immediately, which shall be entitled to take all necessary or useful measures to remedy such access and/or use.

8.3.3. If the Recruiter (Company) observes any deficiency or problem, the Recruiter (Company) 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.

8.4. Access suspension

8.4.1. DS74 may at any time and without prior notice temporarily or permanently deny or suspend the access of the Recruiter (Company) to the Platform, if the Recruiter Company or a Recruiter:

(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) or the reputation of DS74;

(ii) Fails to pay the Fees due to DS74 in a timely manner;

(iii) 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;

(iv) Provided DS74 with false or incomplete statements.

9. Fee and Payment

9.1. Fee Professional Subscription

9.1.1. If a Recruiter Company chooses for a Professional Subscription, the Recruiter Company shall be obligated to pay a Subscription Fee. The applicable Subscription Fee can be found on the Website.

9.1.2. By registering for the Professional Subscription, the Recruiter Company agreed to automated debiting by DS74's payment partner at the start of each Subscription term (i.e. one (1) month or one (1) year, depending on the choice of the Recruiter Company).

9.2. Fee Recruitment Contract

9.2.1. When a Recruitment Contract is concluded between a Customer and the Recruiter Company, the Recruiter Company must pay the agreed upon fixed Fee to DS74 in Credits.

9.2.2. The Recruiter Company can purchase Credits in packs, as stated on the Website/Platform. Prices paid for one order shall never be binding for subsequent orders.

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

9.2.4. DS74 might implement different types of incentive programs, via which the Recruiter Company can receive (free) extra Credits. The details of the incentive programs will be consultable on the Website/Platform.

9.2.5. 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 Recruiter Company purchases a new pack of Credits.

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

10. Responsibility / Liability

10.1. DS74

10.1.1. DS74 is only responsible for, to the best of its abilities, connecting a Customer with the Recruiter (Company) for the performance of the Assignment, based on and in accordance with the information provided by the Customer, and to provide the Recruiter (Company) with the information relating to the Assignment through the Platform as submitted by the Customer.

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

10.1.3. The liability of DS74 shall in all cases be limited to the total Fees paid by the Recruiter Company in the last twelve (12) months before the event occurred that led to DS74's liability. DS74 shall never be liable for:

(i) damage or loss suffered by the Recruiter (Company) or third parties by incorrect, incomplete or late information and instructions from the Customer (incl. its authorised users of the Platform);

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

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

(iv) damage caused by the improper, inadequate, unauthorised or unlawful use of the Platform / Services in accordance with these Terms;

(v) damage caused by the theft or loss of the password for accessing the Platform due to negligence of the Recruiter (Company);

(vi) damage resulting from any cancellation or modification of accepted Assignments by the Customer (without prejudice to the description in these Terms);

(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.

10.1.4. As DS74 is only responsible for connecting the Customer with the Recruiter (Company), it can never be held responsible for damage resulting from the execution of the Recruitment Contract itself. However, seen that DS74 makes arrangements with the Customer with regard to its liability, the Recruiter Company can request DS74 to intermedie in liability discussions and/or claims.

10.1.5. The liability of DS74 can only be invoked by the Recruiter Company and not by any other third party.

10.2. The Recruiter Company

10.2.1. The Recruiter Company is directly liable towards the Customer for all rights and obligations related to the performance of the Assignment.

10.2.2. The Recruiter Company shall indemnify DS74 for and hold DS74 harmless against all claims from the Customer or other third parties relating to:

(i) damage resulting from any late, cancelled or non-performance of Assignment due to acts, negligence or carelessness of the Recruiter Company;

(ii) damage caused by the Recruiter by (un)intentionally submitting false statements or declarations under this Agreement;

(iii) damage caused directly or indirectly by an act of the Recruiter or any other third party on which it relies, regardless of whether the damage was caused by a failure to comply with the Terms, negligence or carelessness;

(iv) damage resulting from non-compliance with these Terms or any legal obligations (such as, but not limited to: regulations on discrimination, tax and social security obligations, etc.)

10.2.3. The Recruiter Company assumes the responsibility for the use of the Platform by the Recruiter and any other (authorised) third parties. Hence, the Recruiter Company shall hold DS74 harmless against all claims arising from its (Recruiters) incorrect or unlawful use of the Platform and/or Services. It shall cover all damages such as compensations or legal costs (including reasonable lawyer's fees) providing that DS74 has informed the Recruiter Company immediately of any claim arising in that matter.

11. Force Majeure

11.1. 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.

11.2. 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.

12. Confidentiality and non-solicitation

12.1. 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.

12.2. 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.

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

12.4. 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.

13. Intellectual property rights

13.1. The Recruiter (Company) shall not use DS74's company name, the names or trademarks of the Platform and other Services of DS74 as part of the Recruiter (Company)'s name or in any manner capable of misrepresenting the relationship between the Recruiter (Company) and DS74. The Recruiter (Company) 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.

13.2. The Recruiter (Company) 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 dashboards, other authorship rights, design rights, know how, domain names and database rights.

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

13.4. 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 Recruiter Company to DS74, without prejudice to the right of DS74 to claim full compensation for all damage caused by the breach.

14. Privacy

14.1. DS74 as controller

14.1.1. The collection of personal data of the (contact persons at) the Recruiter Company 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 the Recruiter Company signs up to the Platform or (ii) on the Website at any time.

14.2. The Recruiter Company as controller

14.2.1. The Recruiter Company 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.

15. Changes to the Terms or the Platform

15.1. 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 Recruiter (Company) takes note of, and accepts the new Terms, through a notification and subsequent acceptance by the Recruiter (Company) in the Platform. In the event the Recruiter (Company) has certain questions about the changes made, we invite you to contact us via email (info@connextin.com).

16. Miscellaneous

16.1. 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.

16.2. 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.

16.3. Non-Transfer

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

17. Jurisdiction and applicable law

17.1. 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.

17.2. 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.