

Welcome, and thank you for visiting TalentQrunch, please take your time to review the Terms of Service below.

TalentQrunch BV (hereinafter referred to as "TalentQrunch" or "us") provides online recruitment services via <https://www.TalentQrunch.com> and other channels (the "Service").

The Service provides companies ("Company" or "Companies"), and candidates ("Talent" or "Talents") to connect with each other with the objective to match the right talent with the right company.

Talents are natural persons looking for new employment through the Service.

Companies are natural persons or business entities interested in hiring new employees through the Service.

Agreement shall entail the Talent Acquisition Agreement and these Terms of Service.

1. Scope

1. TalentQrunch allows Talent and Company to participate in the Service. TalentQrunch provides all services in connection with the Service for Companies solely based on these Terms of Service (hereinafter referred to as "**Company Terms of Service**" or "Terms of Service").
2. TalentQrunch objects to the validity of any general terms and conditions of Talents and/or recruitment services. General terms and conditions of Talents and/or recruitment services become an integral part of the agreement between the Company and TalentQrunch, only if TalentQrunch explicitly consents to them in writing.

2. Company

1. TalentQrunch offers the Service only to Companies offering long term employment (6 months or more). Contracting services are excluded.
2. With Company account registration or participation in the Service, Company represents that he/she is of legal age and of legal capacity.

3. Engagement (company)

1. By signing up to the Service, Company enters into an agreement with TalentQrunch according to the terms and conditions of these Terms of Service ("**Agreement**"). Every login is subject to this Agreement.
2. Company must submit a complete application to participate in the Service on TalentQrunch website or otherwise.
3. Company shall build the company profile to the best of his abilities.
4. Company must not use any aliases or other means to hide its true identity or contact information.

5. TalentQrunch will review Company application. Generally, within seven (7) working days, Company will be notified of its acceptance or rejection.
6. If Talent contacts Company after Introduction (art 5.3) outside of the Service, Company is obliged to communicate TalentQrunch in writing within seven (7) working days.
7. By applying, Company send an offer to conclude to TalentQrunch. However, this does not conclude an agreement. The agreement only comes into force upon TalentQrunch acceptance of Company to the Service. TalentQrunch is not obliged to accept the application.
8. TalentQrunch is entitled but not obliged to verify the accuracy of the information provided by Company. This may be done by TalentQrunch requesting documents to prove identity such as a personal ID card.
9. Company is entitled to save or can print out the Terms of Service before online registration.

4. Limitations of Use and Prohibited Conduct

1. Company is responsible for the use of the site and Service and for any use of the site and Service made by Companies account.
2. By applying, Company, agrees not to access, copy, or otherwise use the site or the Service, including our trademarks and intellectual property except as authorized by this Agreement.
3. Company may not create, support, link, host or provide in any way services derived from the TalentQrunch Service.
4. This Agreement prohibits Company from transferring his/her Account to third parties without the prior written consent of TalentQrunch. Company will inform TalentQrunch immediately as soon as Company becomes aware that unauthorized third parties have knowledge of the access data.
5. Company shall inform TalentQrunch within seven (7) working days in case it learns or suspects that an unauthorized third person is in possession of the Access Data.
6. In case of a justifiable suspicion that Company access data is known to unauthorized third parties, then for security reasons TalentQrunch has the right but it is not obliged to change the access data at its own discretion but without prior notification. TalentQrunch has also the right to block the Account. In this case, TalentQrunch will inform Company about such measures upon request. TalentQrunch will provide Company with requested new access data within a reasonable time. No claim can be made for the original access data to be restored.
7. Company is prohibited to use any means, tools or software of the Service, that can disrupt the Service in any way unless TalentQrunch has permitted it specifically in writing.
8. By using the Services, Company is not allowed to violate any applicable legal provisions such as the criminal code or third party rights and Company will assure not to contribute or transmit any illegal

or immoral contents to the Web Portal. This includes specifically any contents, which are

- insulting, racist, sexist, pornographic, obscene, inciting, glorify violence or war,
 - suitable to cause serious moral harm to children and young people or which threaten their wellbeing,
 - which can damage the reputation of TalentQrunch,
 - suitable to violate copyrights, patents, brands or any other intellectual property rights, the rights on a person's own image and other personal rights or third party rights.
9. Company is not permitted to disseminate commercial advertising for competing third party services or programs, to send unsolicited mass mails and unsolicited advertising on the Web Portal.
 10. Company will respect the privacy of third parties. In addition, Company is not permitted to disseminate in the Service any third party work that is protected by copyrights or other rights without proper authorization to do so. Company is also not allowed to refer to offers with such content.
 11. TalentQrunch is authorized to implement suitable measures and programs to uncover any contractual violations in its Services. TalentQrunch is entitled to stop any such violations. In addition, TalentQrunch is entitled to delete any content that violates this. The same applies to definite indications of a violation against these Terms of Use or Services or to content, which is illegal. There is no entitlement to the recovery of deleted content.
 12. Without the prior express written consent of TalentQrunch, any blocked Company is prohibited from creating a new account. If this ban was circumvented, then TalentQrunch has the right to block this Account permanently without prior announcement.
 13. Without the prior express written consent of TalentQrunch, Company is prohibited from creating a new Account, if the former Account was blocked. If Company violates this ban, then TalentQrunch has the right to block Company permanently from using any Services provided by TalentQrunch without prior announcement.
 14. The provisions of article 4 do not limit the termination right of TalentQrunch – particularly the right to terminate effective immediately.
 15. In addition, they do not limit the right of TalentQrunch to exercise the virtual domiciliary right.
 16. TalentQrunch is allowed to make changes at any given time as long as Company shall not be disadvantaged by such changes.
 17. TalentQrunch shall communicate the changes in the Services in the appropriated manner through the Service or email.
 18. The changes become binding within a period of four (4) weeks unless Company has disputed the changes in writing.
 19. If changes are communicated, Company will be notified of the possibility to dispute and what the legal consequences are.
 20. Each party may terminate the Agreement if changes are communicated within the stated timeframe. A notice period of four (4) weeks will be

valid. The previous, undisputed version of the term of service with govern. Company shall not be entitled to any other claim.

5. Modus operandi and TalentQrunch responsibilities

1. TalentQrunch provides the Service to connect Talent with Companies.

Modus operandi:

Talent sign-up to the Service and build their profile and provide other information as specified in the Terms of Service. Talent has two different profiles:

- Anonymous profile which is accessible to all companies registered on TalentQrunch.
- Full profile which is accessible only to companies which have been approved by Talent. Talent approves companies by accepting job invites.

2. Companies sign-up and build company profile. Only when TalentQrunch accepts Company application, Company will get access to Talent. Talent can only access company profile if Company has send job invite. Steps:

- Companies can browse the Talent anonymous profiles in a list and detailed view and decide to apply to the respective Talent by sending a job invite.
- Talent can accept or decline job invite.
- If accepted, TalentQrunch connects Talent and Company where the latter will get access to the full profile of the Talent.
- If declined, Company will receive motivated declination.

3. Once a Company has viewed a full candidate profile, Talent is considered to be presented by TalentQrunch to Company ("Introduction"). If Talent and Company have had contact with the objective of employment in the twelve months prior to Introduction, Company should inform TalentQrunch in writing within five working days. Such statement should contain verifiable copy acting as proof for claimed contact.

4. If and when, Company does not inform, or later than the stated five working days, TalentQrunch is considered to have made the Introduction granting TalentQrunch all rights derived from the Service.

5. TalentQrunch will actively act in the matching process and Company could receive anonymous profiles from Talent which match the Companies requirements.

6. With this agreement, TalentQrunch enters into a best efforts obligation and shall not constitute an obligation to perform or a guarantee commitment.

6. Subscription fee and conditions

1. When Talent and Company or any other entity affiliated to Company enter any form of employment, temporary employment, contracting or

any other use of Talent by Company, Talent is considered to be hired ("Hiring").

2. Within seven (7) working days company shall inform TalentQrunch in writing in case hiring takes place. Such communication will include the contract with starting date key terms and compensation.
3. Company shall share, if requested, updates on the negotiations with Talent.
4. Client is allowed access to the Service. The access fee is €500,- per month.
5. If Talent is hired as result of an introduction as established in Modus Operandi 5, client will enter into a binding one (1) year agreement with a monthly fee of €500,-.
6. The one (1) year agreement will enter into force on the date that Client and Talent sign the contract.
7. In the first seven (7) days of the month TalentQrunch shall submit an invoice to Client for the corresponding fee for the Services provided in the prior calendar month.
8. Payment terms are 15 days after date of invoice.
9. If no Talent is hired as established in Modus Operandi 5 as result of an introduction, and Client desires to terminate this Agreement, Client shall provide at least fifteen (15) days prior written notice of the termination date to TalentQrunch.

7. Quality of the Service / Technical Deficiencies

1. It is the offered Services that these are continuously advanced and updated. By changing and advancing Services, TalentQrunch intends to provide constant improvements. Therefore, TalentQrunch grants Company only access to the Service in their available form or version. Changes and advancements can affect system requirements. Company has no claim for maintaining or reconstruction of a specific condition or scope of services of the Services. Any claims for deficiency, which refer to the technical usability, shall remain unaffected thereby.
2. TalentQrunch does not assume any guarantees in a legal sense.

8. Confidentiality

1. Except as permitted by this Terms of Service, Company holds in confidence and will not disclose any information, including but not limited to company data, information regarding offers, exchanges between Talent and Company shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by Company for any purpose other than Company participation in the Service ("Confidential Information"). Neither during nor after the Agreement.

2. Company agrees not to use any information obtained during the Service to copy the Service or participate in a process to develop, enhance or operate a competing service.
3. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement.

9. Limitations on Liability

1. To the fullest extent permitted by law, Company agrees that in no event TalentQrunch shall be liable for any incidental, special, exemplary or consequential damages derived directly or indirectly from the Service, even if advised of the possibilities of such damages, or emotional distress damages or bodily injury from any communication, interaction or meeting with other users of TalentQrunch on any theory of liability arising out of or resulting from
 1. The use or the inability to use of the Service.
 2. Any content posted by Talent or Company during the participation of the Service.
 3. Any damage that may arise from contractual obligations such as employment, contracting or other forms of cooperation between Talent and Company.
 4. Any communication done by Talent or Company through the service.
 5. Any other matter related to the Service.
 6. To the fullest extent permitted by law, under no circumstances TalentQrunch will be liable whether in contract, tort (including negligence) or otherwise) under or in connection with the Contract, will not exceed the fees paid by Company to TalentQrunch in the period of twelve (12) months preceding the date of the first claim. The limitations of this clause will not apply.

10. Intellectual Property / Indemnification

1. TalentQrunch or its respective licensor is the exclusive owner of the design and all contents of the Service such as, but not limited to the Profile Builder, graphics, scripts, trademarks, service marks and logos contained therein ("Marks"), subject to copyright and other intellectual property rights under national and international, particularly by copyright. Company agrees to not engage in the use, copying, or distributing any content contained within the Site or through the Service, unless TalentQrunch has given express written permission to do so. Any unauthorized dissemination, copying, deletion or any other violation of intellectual property rights and copyrights of TalentQrunch are prosecuted under both civil and criminal law.

2. Company agrees that TalentQrunch may use any information submitted to the Service in accordance with and to perform its obligation under these Terms of Service, even if the information submitted is protected by intellectual property laws, especially copyright.
3. Company states, that (s)he permission to submit the information to the Service and can grant TalentQrunch the right to use the information as described above.
4. Company shall indemnify, defend and hold harmless TalentQrunch and its subsidiaries, directors, agents, contractors and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from breaching any clause in 10.1 to 10.3.

11. Data Protection

1. When collecting, processing and utilizing the Companies Data, TalentQrunch complies with the valid data protection law provisions. The privacy policy shall apply <https://www.talentqrunch.com/privacypolicy>.
2. Company Agrees that in the nature of these terms and service TalentQrunch shall make personal data available to other users subject to the Service.
3. Company agrees to be contacted by TalentQrunch within the nature of the Service.

12. Governing Law / Jurisdiction

1. Each party will comply with all laws applicable to the actions contemplated in this Agreement. This agreement shall be governed by and construed in accordance with the laws of the Netherlands. including all local, state, and federal regulations and export control laws. Subject to local laws requiring application of another law(s), this Agreement shall be governed by and interpreted in accordance with the laws of the United States, specifically the state of California, without giving effect to any principles that provide for the application of the law of another jurisdiction.
2. This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

13. General Provisions

1. The Agreement is the final, complete and exclusive agreement of Company and TalentQrunch with respect to the subject matter hereof

and supersedes and merges all prior discussions contemporaneous agreements or understandings between parties.