



## General Terms and Conditions

HRorganizer collaborates with its clients on the basis of trust. Both parties do what is expected of them in the context of that collaboration. This document contains the formal conditions under which HRorganizer provides its services to its clients and to which HRorganizer refers when the collaboration is less than smooth and it proves not possible to come to a verbal resolution.

### Definitions

**HRorganizer** - The private company with limited liability HRorganizer BV, with its registered office in Wageningen, registered with the Chamber of Commerce of Central Gelderland under number 09152403

**Client** - The company that purchases a service from HRorganizer

**Parties** - HRorganizer and the Client

**Terms and Conditions** - These General Terms and Conditions

**Processing Agreement** - HRorganizer's general Processing Agreement

### Applicability

These Terms and Conditions apply to all contracts between the Parties. Deviations from the Terms and Conditions will be recorded in writing. If HRorganizer adopts a new version of these Terms and Conditions, they will also apply to existing agreements.

The applicability of the Client's terms and conditions (including purchase conditions) is explicitly rejected.

### Offer and agreement

If HRorganizer makes a proposal for an agreement, such a proposal will have a validity of one month, unless the proposal states a different validity period. This proposal is



based on HRorganizer's product overview. Since HRorganizer's software is subject to continuous further development, there may be differences between the expectations that arise from the documentation and the actual functionality that the software offers. In that case, the manner in which the software functions determines the content of the agreement as regards its expected functionality.

The agreement is concluded by the Client confirming the proposal in writing or by the Client actually starting to use the offered service.

The content of the agreement is determined by the written proposal and these Terms and Conditions. All prices quoted by HRorganizer are exclusive of turnover tax.

The Client may only transfer the rights under the agreement, wholly or partially, to another party if HRorganizer gives permission in writing for this.

### **Invoicing and payments**

HRorganizer uses a payment term of thirty days from the time of sending of the invoice, except when a different payment term is stated on the invoice.

If a fixed price has been agreed upon, HRorganizer will invoice as soon as the agreement has been concluded. In all other situations, HRorganizer invoices on a regular basis, at least once every three months.

In the event of (a request for) application of any provision of the Bankruptcy Act to the Client's operations, all invoices become immediately due and payable.

Payments received by HRorganizer are always first applied to outstanding collection costs and interest and then on the oldest outstanding invoice.

If full payment of an invoice is not credited to the specified bank account by the last day of the payment period, the Client will be in default. From that moment, the statutory interest rate for commercial transactions will apply.

All reasonable costs incurred by HRorganizer for the collection of payments will be for the Client's account.



The Client may not suspend or set off payments. If the Client disagrees with an invoice, this must be reported within two weeks after the invoice is sent.

### **Performance of the agreement**

HRorganizer will start its services as soon as the order has been given. Under the agreement, HRorganizer has a best-effort obligation to execute the agreement to the best of its knowledge and ability.

HRorganizer has the right to execute the agreement fully or partially through the engagement of third parties, with HRorganizer warranting the quality of the performance.

Of course, since the services are offered via a digital platform, HRorganizer is dependent on the availability of the technical facilities.

If there is a technical malfunction resulting in the service not being available or not being fully available, this will be regarded as force majeure.

Force majeure entitles HRorganizer to suspend performance of the agreement, without having to pay the Client any compensation.

If a situation arises due to which HRorganizer can no longer perform the agreement and the cause of this situation is beyond HRorganizer's control, HRorganizer will have the right to terminate the agreement.

If the Client is of the opinion that HRorganizer is not providing the services in accordance with the agreement, the Client will notify HRorganizer within one week after having found this.

### **Personal Data**

Personal data is used in the performance of the agreement. Such data is processed by HRorganizer on behalf of the Client. This processing is subject to HRorganizer's Processing Agreement; the Client accepts this Processing Agreement when starting to use the services.

## **Intellectual property**

If and insofar as HRorganizer delivers products that have an own and original character, no transfer of the intellectual property will take place. HRorganizer uses procedures, methods and working methods for the performance of the agreement. These are explicitly included in HRorganizer's Intellectual Property Rights.

Pursuant to the agreement, the Client acquires a right of use for the delivered documents. This right of use is restricted, in the sense that it may only be used within the own organisation and that the documents may not be provided to third parties without written permission from HRorganizer.

The Client may not in any way whatsoever provide information to third parties about the way in which HRorganizer carries out its work or use such information himself.

For the performance of the agreement, the Client will be given access to the use of HRorganizer's software. This software is offered as an online service. The Client is not entitled to install or modify this software himself.

## **Confidentiality**

The Parties undertake to maintain confidentiality. This means that neither will share the information they obtain from the other Party in the context of the performance of the agreement with third parties. Exceptions to this confidentiality are:

- Public information;
- Information that must be provided pursuant to regulations or court orders;
- Information for which the Parties agree that it may be shared.

## **Penalty clause**

If the Client breaches the intellectual property rights, he will owe an immediately due and payable penalty of €10,000, increased by €1,000 for each day that the breach continues. In the event of a breach of confidentiality, the party committing the breach is obliged to pay compensation for the damage resulting from this breach.

If a breach referred to in this article is committed by a third party engaged on behalf of one of the Parties, the breach will be attributed to that Party.

## **Liability**

HRorganizer's liability for attributable failures in the performance of the agreement, for which it is in default after being given notice of default, is limited to the amount that HRorganizer has charged under the agreement in the six months preceding the occurrence of the failure, and up to an amount of € 500,000.

HRorganizer is not liable for indirect damage or consequential damage. The Client indemnifies HRorganizer against claims from third parties resulting from a circumstance that is (also) attributable to the Client.

## **Other provisions**

If any part of these terms and conditions or the agreement appears not to comply with statutory provisions, the worst consequence thereof is that the provision in question does not apply, if it is not possible to establish an interpretation of the provision that does comply with the law.

The agreement is governed by Dutch law. Disputes on the content and/or interpretation of the agreement will initially be submitted to the District Court of Gelderland, Arnhem location, as the competent court for the place in which HRorganizer has its registered office.