

Terms of Use

V4.0

The ProUnity Platform is owned and operated by ProUnity NV (“**ProUnity**”, “**we**”, “**us**”, “**our**”). By registering with us and using the ProUnity Platform, you acknowledge to have read and to agree with these Terms of Use (“**Terms**”) without reservation.

1 DEFINITIONS

In these Terms, notions starting with a capital are either defined by explicit reference or defined below:

1. **Affiliated Organization:** any natural or legal person ProUnity enters into a cooperation agreement with (as for instance – but not exclusively – a subcontract for services) for providing products and/or services on the Platform to Customers, Suppliers and/or Freelancers.
2. **Customer:** any natural or legal person which – for purposes inside its trade activity, company activity, craft or professional activity – enters into a Customer Agreement with ProUnity for the procurement of Customer Services.
3. **Customer Agreement:** an agreement between ProUnity and Customer which outlines the mutual rights and obligations of ProUnity and Customer regarding the modalities for providing the Customer Services. For Platform Services the Customer Agreement may take the form of Specific Terms, which shall explicitly be named as such.
4. **Freelancer:** any natural person who – for purposes inside his/her own trade activity, company activity, craft or professional activity – wishes to provide or provides specialist services to Customer, either directly to Customer itself or indirectly by having a service agreement with ProUnity. Freelancer and Supplier are mutually exclusive roles.
5. **Freelancer Agreement:** an agreement between ProUnity and Freelancer which outlines the mutual rights and obligations of ProUnity and Freelancer regarding provision of specialist services by Freelancer to ProUnity (and thus indirectly to Customer).
6. **Good Industry Practice:** the exercise of such degree of skill, care, diligence, prudence, foresight, efficiency, timeliness and judgement which would be expected – taking into consideration the relevant state of the art – of a suitably skilled, trained and experienced person engaged in the same type of undertaking under the relevant circumstances on behalf of a service provider with internationally recognised experience and reputation.
7. **Intellectual Property Rights:** all brands, logos, trademarks, internet domain names, models and designs, patents, copyrights (including all rights relating to software) and moral rights, rights relating to databases, semiconductor topographies, knowhow, and other rights, as well as all other industrial and intellectual rights, in any case independent from whether or not they have been registered and with the inclusion of registration applications as well as all equivalent rights or means of protection leading to a similar result anywhere in the world.
8. **Marketplace:** the ProUnity marketplace where Freelancers and Suppliers can advertise their services to Customers and where Customers can select the Freelancers and Suppliers they wish to work with.
9. **Platform:** ProUnity’s online portal and underlying systems, hardware and software as described in section 2, to which Users have access and through which ProUnity provides its Customer Services to Customers.
10. **Platform Services:** SaaS-based services which ProUnity provides to Customers, Suppliers and Freelancers by granting them access to and use of Platform.
11. **Branded Page:** a Supplier-branded profile page published on the Marketplace with which Supplier can give a description of its company,

advertise Supplier's services, skills and expertise.

12. **ProUnity:** ProUnity NV, having its registered seat at Ave. Roger Vandendriessche 18, box 4, 1150 Woluwe St. Pierre, RPR Brussels 0568.514.822.

13. **Customer Services:** all services, including Platform Services, rendered by ProUnity to Customers, aimed at facilitating recruitment, budget-based services, management and administration of Freelancers or Supplier Consultants and any specialist services requested by Customer for which ProUnity engages Freelancers or Suppliers.

14. **Specific Terms:** terms and conditions which govern specific Platform Services which ProUnity provides to Customers, Suppliers and/or Freelancers.

15. **Supplier:** any legal person which employs or engages Supplier Consultants to provide specialist services to Customer, either directly to the Customer itself or indirectly by having a service agreement with ProUnity.

16. **Supplier Agreement:** an agreement between ProUnity and Supplier which outlines the mutual rights and obligations of ProUnity and Supplier regarding provision of specialist services by Supplier to ProUnity (and thus indirectly to Customer).

17. **Supplier Consultant:** a natural person employed or engaged by Supplier to provide specialist services to Customer, either directly to the Customer itself or indirectly in the framework of a Supplier Agreement.

18. **User** (also “**you**” or “**your**”): a Freelancer or staff member of Customer or Supplier, who is authorized to use the Platform and to that end has been granted personal login credentials to access the User Profile.

19. **User Profile:** the personalized section of User on the Platform where that User can upload, manage and/or download content which that User is authorized to access.

20. **Work-for-Hire Agreement:** an agreement between on the one hand Freelancer or Supplier and on the other hand Customer, specifying the modalities under which Freelancer or Supplier will provide specialist services to Customer.

2 SCOPE

1. These Terms outline how you as a User are allowed to make use of our Platform and the mutual obligations of ProUnity, Customer, Freelancer and Supplier with respect to such use. The terms and conditions regarding:

- payment and invoicing for use of the Platform;
- specific Platform Services, functionalities or features provided to a Supplier or Customer; or
- modalities for providing any specialist services to ProUnity or Customer

are governed by a Customer Agreement, Supplier Agreement, Freelancer Agreement, Work-for-Hire Agreement or Specific Terms, as appropriate. With respect to Customer this means that the modalities of the provision of the Customer Services are also outlined in the Customer Agreement.

2. Your own terms and conditions do not apply.

3. The Platform is intended for professional use only and is not available for consumers. Hence, each User will be linked to a VAT number.

4. If there is a conflict between these Terms and the terms of a Customer Agreement, Supplier Agreement, Freelancer Agreement or Work-for-Hire Agreement, these Terms will prevail, unless a Customer Agreement, Supplier Agreement or Freelancer Agreement to which you are bound explicitly and unambiguously indicates the parties' wish to amend or override these Terms. If there is a conflict between these Terms and any Specific Terms, the Specific Terms will prevail.

3 PLATFORM DESCRIPTION

1. The Platform is meant as:

- an online sourcing platform where Freelancers and Suppliers can publish their services and skills and Customers can seek, or post requests for, specialist services from Freelancer or Supplier;
- a cloud-based human resource management system for Customers, which may require Freelancers and

Suppliers to create User Profiles as well.

The Platform cannot be used as an application to support, manage or administrate an agent-principal or employee-employer relationship.

2. The main interface for Users, Suppliers and Customers to access and use the Platform is a responsive website, which can be used on internet enabled computers and mobile devices.

3. Freelancer can register directly on the Platform by accepting these Terms of Use and the Privacy Policy. Customer and Supplier are only able to register and create User Profiles upon execution of a Customer Agreement or a Supplier Agreement respectively or acceptance of applicable Specific Terms.

4. User Profiles are personal. Certain sections of a User Profile may be visible, however, to other stakeholders on the Platform. Which sections or information are visible to others, is (a) clearly indicated on the Platform or (b) necessary given the purpose of said section or information.

For Freelancers ProUnity determines at its sole discretion, but upon clear notice beforehand, which User Profile information is shown publicly. Supplier decides at its own discretion which information of Supplier Consultants should be made public.

4 USE OF THE PLATFORM

1. The Platform is a cloud-based application, which means that a User can only use the Platform and any Platform Services if that User has a sufficiently fast internet connection. Having such a connection requires an active internet subscription with an internet service provider. It is the responsibility of each Customer, Freelancer and Supplier to have such an adequate internet connection.

2. Each User warrants to have the legal capacity and authorizations required to use the Platform.

3. User warrants that all information and content uploaded or added to the User Profile are, to the best of User's knowledge, accurate, truthful and up to date. The use of aliases or nicknames is not allowed.

4. Freelancers and Suppliers can be located anywhere in the world and may apply to

Customer requests anywhere in the world, depending on availability. Insofar as allowed by statutory law and in accordance with the right to freedom of establishment and the freedom to provide services applicable within the EU, ProUnity retains the right to limit the geographical scope of available Customer requests.

5. User will keep login credentials giving access to the User Profile confidential and safe. If you detect that your login credentials have been compromised, i.e. lost, stolen or used illegitimately by someone else, you will notify ProUnity immediately so that your login credentials can be revoked, and new ones can be distributed.

6. User will notify ProUnity immediately when User identifies or detects an incident with regard to the proper functioning of the Platform and will take all steps reasonably necessary to limit the impact of this incident.

7. In the event a User's use of the Platform can be considered (a) a violation of these Terms or the Intellectual Property Rights or any other right of ProUnity, Affiliated Organization or third party, (b) a threat to the security or integrity of the Platform or any services provided by ProUnity or Affiliated Organizations via the Platform, (c) a danger to the Platform due to viruses, Trojan horses, spyware, malware or any other form of malicious code, (d) in any way hateful, obscene, discriminating, racist, slanderous, spiteful, hurtful or in some other way inappropriate or illegal, or (e) in direct competition with the properly communicated commercial interests of ProUnity or an Affiliated Organization, ProUnity reserves to right to revoke a User's login credentials and block access to the User Profile without prior notice or intervention of a judicial body and without any form of compensation or other claim. Continued misuse may lead to the permanent termination of a User Profile.

5 MARKETPLACE AND BRANDED PAGE

1. When Supplier registers on our Platform, ProUnity can create, in consultation with Supplier, a Branded Page which is published on

the Marketplace. The general framework and overall style of the Branded Page are solely and exclusively determined by ProUnity. ProUnity reserves the right to change the general framework and style of the Branded Page at all times, which may include, but is not limited to, adding, changing or removing topics and themes covered on said page or changing the general lay-out. Supplier remains exclusively responsible, however, for the documents, certifications, pictures, information and other input Supplier provides as content to the Branded Page, including but not limited to the accuracy, veracity and legality thereof.

2. Supplier grants ProUnity for as long as these Terms apply a non-exclusive, non-assignable worldwide license without right to grant sub-licenses to use and display Supplier's logo and trade name on the Branded Page and to make Supplier visible to potential and existing Customers. Supplier grants ProUnity the right to create (a) a link on the Branded Page to Supplier's website as well as (b) a deep link on the Branded Page to those pages on Supplier's website where the relevant services of Supplier are promoted.

3. Supplier understands that the visibility of the Branded Page on the Marketplace depends, among others, on the search and publication settings determined by Customer and/or ProUnity. ProUnity does not guarantee that Supplier's Branded Page will, in whole or in part, be visible to the whole Customer-base or a specific subset thereof.

4. While the creation and publication of the Branded Page are currently free of charge, ProUnity reserves the right to change to a remunerated business model in the future. In the event the Branded Page becomes a remunerated service, Supplier will be alerted beforehand, and Supplier will be given the opportunity to have the Branded Page removed if Supplier does not agree with the applicable fees for such service.

6 SATISFACTION SURVEYS

1. Customer will be able to conduct satisfaction surveys regarding the performance of Freelancers, Suppliers and Supplier Consultants when providing services to Customer. Such satisfaction surveys shall be focused on the performance of services and are not intended to

evaluate personal characteristics of Freelancers or Supplier Consultants. Unless stipulated otherwise in a Customer Agreement or Specific Terms, while Customer can suggest topics covered in such a satisfaction survey, ProUnity retains control of the final composition of a satisfaction survey.

2. The results of these satisfaction surveys are made only available to the Customer who has conducted the survey and ProUnity. ProUnity reserves the right to consolidate the results of the survey in a simple scoring system, supplemented and aggregated with results obtained from surveys conducted by other Customers, to show on the Platform in a visual manner a Freelancer's or Supplier's degree of skill in a particular domain or on a particular topic. The scoring system will only show a positive degree of skill and will not in any way show perceived inability on the part of the Freelancer, Supplier or Supplier Consultant or contain any pejorative or derogatory information. For Suppliers that final visual score will be added to the Branded Page.

3. If a Freelancer or Supplier disputes the overall consolidated score given by ProUnity, Freelancer or Supplier must contact ProUnity. ProUnity shall never reveal to Freelancer, Supplier or Supplier Consultant the identity of the Customer(s) whose survey(s) has(have) led to the score, nor what the results in a particular survey were. For such information the Supplier, Supplier Consultant or Freelancer should contact the Customer directly.

7 WARRANTIES AND LIABILITY

1. Since the Platform is essentially composed of software, ProUnity cannot guarantee a flawless operation. Without prejudice to any service levels agreed to by ProUnity in a Customer Agreement, ProUnity will ensure the availability and operation of the Platform in accordance with Good Industry Practice.

2. ProUnity will ensure that any unforeseen interruptions in the availability of the Platform are communicated as soon as reasonably possible. ProUnity will put in place timely response procedures to handle such unforeseen interruptions.

3. Without prejudice to any service levels agreed to by ProUnity in a Customer Agreement, ProUnity has the right to change at its own discretion the availability of the Platform at all times and for as long as ProUnity deems necessary for maintenance or update purposes or similar purposes. Insofar as reasonably possible, such change in availability shall be communicated in advance via the Platform.

4. Insofar allowed by applicable mandatory law, including data protection laws, ProUnity cannot be held liable for the damages resulting from a shortcoming in the operation of the Platform and the provision of Platform Services which are caused by shortcomings in the services of third parties on which the Platform relies and where those third parties are beyond the real and effective control of ProUnity. Such shortcomings shall include, but shall not be limited to:

- non-compliance on the part of the third party with applicable laws and regulations;
- loss of data caused by a malfunction in the systems of a third party;
- unavailability of (parts of) the Platform caused by the unavailability or malfunction of services of a third party on which the Platform relies.

5. ProUnity does not verify, nor is responsible and cannot be held liable for any information and content uploaded by Users, unless expressly stipulated otherwise in writing in a Customer, Supplier or Freelancer Agreement or applicable Specific Terms.

6. ProUnity is not responsible and cannot be held liable for any errors in the operation of the Platform or the provision of Platform Services, if these errors are caused by misinformation (either insufficient, incorrect or both), negligence or non-compliance on the part of Customer, Freelancer or Supplier with either the law or the provisions of these Terms, a Customer, Freelancer or Supplier Agreement or Specific Terms.

7. Insofar and to the extent allowed under applicable law, under no circumstances and in no event will ProUnity be liable for any damages, direct, indirect, punitive or of any

other kind, arising out of these Terms, Specific Terms and/or your access to or use of our Platform Services unless such damages are the direct result of our gross negligence, wilful misconduct or fraud. We will never be held liable for any indirect or consequential loss or damage suffered by you, such as any loss of profits, revenue, turnover or any other potential financial or commercial opportunities, whether this loss or damage arises from a breach of contract or duty in tort. Unless stipulated otherwise in a Customer, Freelancer or Supplier Agreement or any Specific Terms, insofar and to the extent allowed under applicable law, our liability shall never exceed, in aggregate, five hundred (500) euro. We shall not be liable for any claim arising under these Terms or Specific Terms, unless we receive notice from you by registered letter of the claim within one (1) year after the end of our Agreement with you.

8. Force majeure events, understood as circumstances beyond our control which we could not have reasonably foreseen and which prevent the total or partial performance of any obligation under these Terms or any Specific Terms, such as natural disaster, war, civil war, insurrection or riot, fire, flood, explosion, earthquake, electrical outages as a result of any of the above events, global or regional internet outages, pandemics leading to restrictions on normal activities, strikes or labour disputes causing cessation, slowdown or interruption of work, national emergency or any act or omission of any governmental authority or agency, shall relieve us, for as long as such event continues, from those obligations under these Terms and any Specific Terms. We will inform you as soon as reasonably possible of the force majeure event and its effects. As soon as, and to the extent that, the force majeure is lifted, we will resume our obligations concerned. You will not be entitled to claim damages or refunds for any such non-performance in these circumstances.

8 DURATION AND TERMINATION

1. The Terms apply from the moment you accept them through creation or reception of a User Profile on the Platform, and they remain applicable for as long as your use of Platform Services continues. These Terms remain

applicable for as long as any Specific Terms apply.

2. Freelancer can terminate Freelancer's User Profile by closing it.

3. These Terms remain applicable for as long as Supplier's or Customer's use of the Platform and Platform Services continues. All User Profiles of Customer or Supplier are in any case closed upon termination of the Customer or Supplier Agreement.

4. When these Terms terminate, the User is no longer allowed to use the Platform, any Platform Services nor any of the associated Intellectual Property Rights.

9 INTELLECTUAL PROPERTY

1. ProUnity remains at all times holder of all Intellectual Property Rights related to the content – including all appurtenances – of the Platform, with the exception of all documents, information, content and other elements received or uploaded by the User.

2. Without prejudice to specific modalities in a Customer, Supplier or Freelancer Agreement or in Specific Terms, ProUnity grants Customer, Supplier and Freelancer a non-exclusive, non-transferable and non-sublicensable right to use the Platform for as long as these Terms apply. Such right of use will be consistent with the normal use of the Intellectual Property Rights of ProUnity on the Platform. Nothing stipulated in these Terms shall be interpreted, either expressly or implied, as transferring ownership of Intellectual Property Rights of ProUnity to Customer, Supplier or Freelancer.

3. Having regard to the provisions of the preceding paragraphs, the User shall not copy, analyse, decompile, make public, distribute, transfer to third parties, or change any content encumbered with Intellectual Property Rights unless expressly permitted by ProUnity.

4. Whenever a User makes use of documents and materials protected by Intellectual Property Rights or other rights of third parties, the User warrants to ProUnity that he is entitled to using these documents and materials and that such use respects and complies with all applicable terms and conditions for such use. The User acknowledges and accepts that ProUnity

exercises no power of control nor any advisory powers with regard to any rights held by third parties.

5. By allowing its User(s) to upload any documents, materials, data, information or content encumbered with Intellectual Property Rights held by a Customer, Supplier or Freelancer, that Customer, Supplier, or Freelancer grants ProUnity a non-exclusive, non-transferable, worldwide and non-sublicensable right to use these documents, materials, data, information or content insofar ProUnity makes use of this information or content to provide the Platform and Platform Services.

10 CONFIDENTIALITY

1. In principle and without prejudice to other arrangements in a Customer, Supplier or Freelancer Agreement, all information and content uploaded by a User shall be treated as confidential unless explicitly marked as non-confidential.

2. Information which by its very nature cannot reasonably be considered as confidential, such as the public part of a User Profile, cannot be marked confidential by a User. On the contrary, certain information which by its very nature should be considered as confidential, such as login credentials giving access to the Platform, specific business processes, trade secrets, all information related to specific specialist services provided to a Customer etc., shall be treated as confidential.

3. When a competent governmental or judicial authority requires confidential information, ProUnity will, insofar allowed under applicable law, first confer with the relevant Customer, Supplier or Freelancer prior to any disclosure, which in any case will be limited to the minimal divulcation of information in order to comply with the governmental or judicial order.

11 PRIVACY AND DATA PROTECTION

1. All provisions governing the right to privacy and data protection of Users are outlined in a separate document ('Privacy Policy'). You may

find the Privacy Policy here: <https://prdstorageProUnity.blob.core.windows.net/public/ProUnity/web/documents/privacy-policy/v0.9/Privacy-Policy.pdf>.

2. All provisions governing the right to privacy and data protection with respect to personal data of Customer and Supplier are outlined in the Customer and Supplier Agreements or in Specific Terms.

12 MISCELLANEOUS

1. Articles XII.6, § 1, 8°, XII.7, § 1, XII.8 and XII.9 of the Belgian Code of Economic Law do not apply for the provision of Platform Services.

2. Without prejudice to the provisions of sections 8 and 9, ProUnity will be entitled to rely at its own discretion on subcontractors for the fulfilment of its obligations with regard to providing the Platform and the Platform Services.

3. You may not assign any of your rights and obligations hereunder or under any Specific Terms to another party without our written consent.

4. ProUnity provides the Platform Services as independent service provider. Nothing in these Terms or any Specific Terms shall be interpreted or construed as (a) creating and agency, joint venture or partner relationship between Customer/Supplier/Freelancer and ProUnity or (b) Customer/Supplier/Freelancer being authorized to represent ProUnity, or vice versa, as to any matters unless expressly authorized in these Terms or any Specific Terms.

5. We register your use of the Platform Services for invoicing and/or security reasons and we keep an up to date log in which we store data relating to such use. You agree that this log provides evidence of the use that you have made of our Platform and the Platform Services, unless proof to the contrary.

6. In compliance with applicable data protection legislation, ProUnity can transfer its rights and obligations under these Terms and any Specific Terms, in whole or in part, to a third party without a User's prior consent.

7. ProUnity reserves the right to modify or amend these Terms and any Specific Terms from time to time. Insofar pertaining to them, Customer, Supplier and Freelancer will be informed of such change, amendment or supplement before it takes effect. If Customer, Supplier or Freelancer continues to use our Platform Services after such change, all such changes, amendments or supplements will be deemed to have been accepted. To the extent that an existing Customer Agreement between Customer and ProUnity is governed by public procurement law, such change, amendment or supplement will only apply insofar such change, amendment or supplement (a) does not violate applicable public procurement law and (b) does not require Customer to publish a new call for tenders.

8. These Terms imply by no means a curtailment of any rights of ProUnity under statutory law.

9. Without prejudice to the Customer, Supplier and Freelancer Agreement, these Terms and any applicable Specific Terms are the only terms and conditions governing a Customer's, Freelancer's or Supplier's use of the Platform Services. Customer's, Supplier's or Freelancer's own terms and conditions, terms of sale, procurement or invoicing terms do not apply.

10. If any provision of these Terms or Specific Terms is declared invalid by a competent authority, the effects of such declaration shall be limited to that provision only and shall leave unhampered all other provisions of these Terms. We will replace the invalid provision with an alternative that approaches the spirit of the original provision as close as possible.

11. These Terms and any Specific Terms are governed by Belgian law. Any dispute regarding these Terms or any Specific Terms shall first be attempted to be resolved through negotiations. Should negotiations fail, the dispute will be brought before the competent courts of Brussels, Belgium.

12. English shall be the main language for all commitments stemming from these Terms regarding access to and use of the Platform.