

# Terms of Use

v0.3

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

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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 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 Services.
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. **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 Services to Customers.
9. **proUnity:** ProUnity NV, having its registered seat at Ave. Roger Vandendriessche 18, bte4 , 1150 Woluwe St. Pierre, RPR Brussels 0568.514.822.
10. **Services:** all services rendered by ProUnity to Customers with or through the Platform, aimed at facilitating recruitment, management and administration of Freelancers or Supplier Consultants.
11. **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.

12. **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).

13. **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.

14. **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.

15. **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.

16. **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

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1. These Terms outline how you as a User are allowed to make use of our Platform. The terms and conditions regarding:

- payment and invoicing for use of the Platform;
- specific functionalities or features required by 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 or Work-for-Hire Agreement. With respect to Customer this means that the modalities of the provision of the 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.

## 3 PLATFORM DESCRIPTION

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1. The Platform is meant as:

- an online meeting space where Customers can post requests for specialist services and Freelancer or Supplier can respond to such requests;
- 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 register and create User Profiles upon execution of a Customer Agreement or a Supplier Agreement respectively.

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 clearly indicated on the Platform or 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**

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1. The Platform is a cloud-based application, which means that a User can only use the Platform if that User has a sufficiently fast internet connection. Having such a connection requires an active internet subscription with an internet service provider.

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 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 WARRANTIES AND LIABILITY**

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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 which is caused by services of third parties on which the platform relies 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.

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

7. proUnity can never be held liable, not even in case of serious fault, for indirect damages, including consequential damages, financial or commercial damages, loss of profit or income, lost opportunities, lost savings, damage due to business discontinuity, reputational damage.

## **6 DURATION AND TERMINATION**

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1. The Terms apply from the moment you accept them through creation or reception of a User Profile on the Platform and until such time your User Profile is closed permanently for whatever reason.

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

3. These Terms remain applicable for all Users of Supplier or Customer whose User Profile has not been terminated by Supplier or Customer. 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 nor any of the associated Intellectual Property Rights.

## **7 INTELLECTUAL PROPERTY**

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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, 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 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 this information or content insofar ProUnity makes use of this information or content to provide the Platform.

## **8 CONFIDENTIALITY**

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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 first confer with the relevant Customer, Supplier or Freelancer prior to any disclosure, which in any case will be limited to the minimal divulgation of information in order to comply with the governmental or judicial order.

## **9 PRIVACY AND DATA PROTECTION**

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1. All provisions governing the right to privacy and data protection of Users are outlined in a separate document ('Privacy Policy'), and are an integral part of these Terms of Use. You may find the Privacy Policy here: <https://prdstorageprounity.blob.core.windows.net/public/prounity/web/documents/privacy-policy/v0.10/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.

## **10 MISCELLANEOUS**

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1. 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.

2. Compliant to the GDPR legislation, proUnity can transfer its rights and obligations under these Terms, in whole or in part, to a third party without a User's prior consent. The User is not allowed transfer any rights conferred to him by these Terms to third parties.

3. ProUnity reserves the right to modify or amend these Terms from time to time. Any such modification or amendment shall be made public on the Platform. Any modification or amendment shall resort effect the month after the month in which it was made. Without prejudice to a different arrangement in the Customer, Supplier or Freelance Agreement, if a User does not agree with the modification or amendment, he can close his User Profile.

4. These Terms imply by no means a curtailment of any rights of proUnity under statutory law.

5. Without prejudice to the Customer, Supplier and Freelancer Agreement, these Terms are the only terms and conditions governing a User's use of the Platform.

6. If any provision of these 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.

7. These Terms are governed by Belgian law. Any dispute regarding these 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.

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