

USER AGREEMENT

For access to and the use of the websites of ENJERRY, such as www.enjerry.com, , hereafter also referred to as: the 'Portal', the following terms and conditions apply as well as all the applicable legislation. By purchasing access to the Portal and making use of this Portal, you agree unconditionally to the terms and conditions mentioned hereafter of ENJERRY [Disclaimer](#) and the [Privacy Policy](#) of ENJERRY which form an integral part of this User agreement.

- ARTICLE 1:
DOEL VAN ENJERRY**
- ENJERRY enables registered Users (including Employers and/or Freelancers) to contact each other with the goal to hire a freelancer for a temporary assignment. However, ENJERRY is never party to any agreement concluded as a result of using ENJERRY.
- ARTICLE 2
DEFINITION AND
CONTENT SITE**
- To Hiring Organizations, Employers, Principals and Intermediaries, will hereafter be referred to as "Principal" or "Principals". To Freelancers, Freelance Professionals will hereafter be referred to as "Freelancer" or "Freelancers." ENJERRY has composed the content of this Portal with the greatest care possible. However, all the information on this Portal regarding posted references, vacancies and companies originates from the Principals, and/or Freelancers. The Principals and/or Freelancers are responsible themselves for the correctness and completeness of this information.
- ARTICLE 3
INTELLECTUAL
PROPERTY RIGHT**
1. The (intellectual property) rights regarding the Portal, also including copyright of the texts, illustrations, lay-out, photos and other (stationary and/or moving) image material, acoustic material, formats, software and other materials, the databank rights and brand rights (including domain names), are vested in ENJERRY and/or the Principals and registered Freelancers.
 2. You are not permitted to use the Portal or any content of the Portal, also including making it available in any way to third parties and/or reproducing (the contents of) the Portal, otherwise than in conformity with the objective of ENJERRY. This also means that you are not permitted, without prior written permission from ENJERRY, to request and reuse a substantial part of the contents of the databank(s) and/or to request and reuse non-substantial amounts of the contents of the databank(s) repeatedly and systematically as referred to in the Databank Act [Databankenwet].
- ARTICLE 4
PERSONAL DATA**
1. If you wish to use these Portal, you shall ensure that your personal details, including but not limited to, your details of name, address and town and all information regarding your company, profile and/or CV are complete, correct and up-to-date.
 2. You guarantee that you are legally authorized to make use of ENJERRY in whatever way.
 3. As a registered freelancer and / or contact you accept that ENJERRY will send you, solicited and unsolicited, information, either through internet, social media, email, SMS, MMS, mail or otherwise, including e-mail notifications, various system messages, update requests and newsletters to keep you informed of relevant developments in the interim market and the services from the Portal, as such based on the assessment and sole discretion of ENJERRY.
 4. The details/content which you publish within the framework of ENJERRY, may not (I) be based on untruths or be misleading, (II) violate the rights of third parties, including copyright, neighboring rights, brand rights or any other intellectual property rights or rights regarding protection of privacy; (III) be in conflict with any law, regulation, ordinance or other applicable legislation; (IV) contain viruses, Trojan horses, worms, bots or other

software which can damage, render unusable or make accessible, delete or appropriate an automated work or information.

Furthermore, below you will find a not exhaustible summary of contents which you may not in any case publish via these Portal, one and other exclusively to be evaluated by ENJERRY, such as content which:

- Is discriminating regarding appearance, race, religion, gender, origin or may otherwise be considered harmful;
 - Incites violence against and/or pestering of another person or persons and/or;
 - leads to or is the result of exploitation or abusing other people and/or;
 - is contradictory to good morals or good taste, is of a violent nature or contains a link to pornographic material;
 - whereby committing illegal activities is encouraged or takes place and/or;
 - whereby a breach is committed upon intellectual property rights of others and/or;
 - whereby chain letters, junk mail or spamming is involved and/or;
 - whereby passwords or other information originating from persons is requested for commercial or illegal purposes and/or;
 - whereby commercial activities are involved without prior written permission from ENJERRY, such as advertisements, lotteries, competitions or pyramid games and/or;
 - in which a photo or illustration of another person is included without their permission.
5. ENJERRY reserves the right to shorten or to change the texts of placed references, recommendations, advertisements, job descriptions, candidate profiles and/or CVs. ENJERRY also reserves the right to remove references, reviews, advertisements, job descriptions, candidate profiles and/or CVs from the Portal in the case that the contents breach the rights of third parties, including but not limited to intellectual property rights.
 6. It is not allowed HTML-code, own personal names or company names, contact details, e-mail and website details to fill in and publish via text fields which do not ask explicit for this kind of information. ENJERRY reserves the right to change or delete this kind of information.
 7. ENJERRY reserves the right to adjust the posted advertisements, job descriptions, references, reviews, profiles, profile names, and/or CVs and other expressions if they deviate significantly from the standard layout and/or design of the website.

**ARTICLE 5
DATA COLLECTION**

1. The use of (personal) details from third parties which have been made public by them via the Portal, also including but not limited to email addresses of other Users (including Principals, Mediation agencies and/or Freelancers and/or Assignees), is solely and only permitted with a view to fulfilling a concrete assignment. It is on no account permitted to process the (personal) details of other Users for any other purpose, which includes, among other things, that the following is forbidden:
 - the (unrequested) initiating of any form of commercial communication by means of email, social media, internet, fax, SMS, MMS, post or otherwise with registered Principals and/or Freelancers with ENJERRY, at any rate directly or indirectly promoting the goods, services or image of a company, organization or person insofar as one and another does not concern fulfilling a concrete assignment;
 - the (unrequested) initiating of any form of commercial communication by means of email, fax, SMS, MMS, post or

otherwise with Principals and/or Mediation agencies, at any rate directly or indirectly promoting the goods, services or image of a company, organization or person, such regardless of whether these products or services (indirectly) concern fulfilling an assignment;

- any form of unrequested communication;
- collecting email addresses of Principals and/or Mediation agencies for whatever reason.
- If you act or partly act contradictory to the provisions in this article, you will forfeit, without further warning or formal notice and without requiring legal intervention, an immediately payable fine of € 500 (five hundred Euro) per event, whereby the use of one (personal) detail applies as one event, such without prejudice to the provisions below under article 7.

ARTICLE 6 GUARANTEE

ENJERRY explicitly does not guarantee:

- that the information on the Portal, including the vacancies, interim Assignments and/or company information and/or profiles posted on the Portal is accurate, current and complete;
- that an employer and/or intermediary is authorized to conclude a contract with you;
- that the Portal will operate uninterrupted, secure or available and will be free from errors, defects and viruses and other harmful components;
- eventual errors or defects will be corrected;
- the results of using the Service will meet your requirements; and,
- that third parties will not use its systems unlawfully;

ARTICLE 7 EXCLUSION

ENJERRY reserves the right to exclude you with immediate effect from any further use of ENJERRY if you act in any way in conflict with this Users' agreement, any provisions under Dutch law or with the netiquette which you must take into consideration when using the Internet, such without prejudice to the right of ENJERRY to take further legal action against you and to demand damage compensation.

ARTICLE 8 LIABILITY

ENJERRY hereby excludes liability for any damage whatsoever, direct and/or indirect, in any form originating from and/or resulting from the use of the Portal. More in particular, ENJERRY shall not be liable in any case for whatever damage, which in any way originates and/or results from the following:

- actions carried out by you, such as entering into contact and/or concluding agreements with registered Users (including Principals, Mediation agencies and/or Freelancers and/or Assignees) which would have been prompted by assignments placed on the Portal;
- being unable to use the Portal;
- the fact that certain information from registered Users (including Principals, Mediation agencies and/or Freelancers and/or Assignees) on ENJERRY is incorrect, incomplete or not up-to-date;
- the unlawful use of the systems of ENJERRY by a third party.

ARTICLE 9 INDEMNIFICATION

You fully indemnify ENJERRY and its directors, employees, partners, agents, suppliers or affiliates against all possible claims from yourself and third parties in any way arising from and/or relating to your use of the Portal. In no event

will ENJERRY nor its directors, employees, partners, agents, suppliers or affiliates be liable for any indirect, incidental, special, consequential or punitive damages, including but not limited to loss of profits, data, use, goodwill or other intangible losses, arising out of (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of third parties on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been advised of the possibility of such damages, and even if any remedy set out herein fails to fulfil its essential purpose.

**ARTIKEL 10
LINKS**

Our service may contain links (for example, by means of a hyperlink, banner or button) to third-party websites or services that are not owned or controlled by ENJERRY. ENJERRY has no control over, and assumes no responsibility for, the content, privacy policies or practices of any third-party web Portal or services. You acknowledge and agree that ENJERRY shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web Portal or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party website or services you visit.

**ARTICLE 11
ENJERRY'S BUSINESS
MODEL**

ENJERRY maximizes the chance of a match for affiliated freelancers as much as possible. That is why posting assignments on ENJERRY is free of charge. To maintain and improve ENJERRY, we ask for a mediation fee of €2.50 per hour from both the principal and the freelancer when an agreement is reached between them.

The settlement of these mediation fees for both the principal and the freelancer takes place through the invoice to the principal. The freelancer receives a "self-billing" invoice from ENJERRY, which deducts the mediation fees.

**ARTICLE 12
PROTECTION AND
PAYMENT POLICY**

1. When you are active on ENJERRY as a principal or a freelancer, you are obliged to conduct communication related to job responses and other communication such as contact requests that were initiated through the use of ENJERRY via ENJERRY in the first instance. This means that it is not allowed to provide your CV, profile, job description or contact information outside the platform to ENJERRY freelancers or principals. If this does happen, your account will be terminated, and in case of a match with a freelancer, mediation fees as described in Article 12 will still be charged;
2. Payment obligations apply from the moment an agreement is reached between the principal and the freelancer;
3. You are obliged to do everything possible to fulfill your payment obligations towards ENJERRY;
4. In case of exceeding the payment term, ENJERRY is entitled to charge statutory interest, with a portion of a month being counted as a full month. You are solely and exclusively liable for this interest by exceeding the payment term, without the need for a reminder or notice of default;
5. If ENJERRY is forced to seek legal assistance to collect amounts owed to it, all judicial and extrajudicial costs will be reimbursed to ENJERRY by you.

**ARTICLE 13
SECURITY**

ENJERRY commits in all reasonableness to protecting its systems and the Portal against loss and/or any form of illegal use. For this purpose, ENJERRY executes suitable technical and organizational measures for this purpose, whereby the state of the technology is taken into account, among other things.

ARTICLE 14
MISCELLANEOUS

If and insofar as any provision of this Users' agreement is declared null and void or made invalid, the other provisions of the Users' agreement will remain in full force. In that case, ENJERRY will lay down a new provision to replace the null and void provision/provision made invalid, whereby the scope of the null and void provision/provision made invalid will be taken into consideration as much as possible.

Dutch law applies to this Users' agreement. Any disputes will be brought before the competent court in Amsterdam.

The User Agreement may be amended by ENJERRY at any time. ENJERRY therefore recommends that you regularly review this User Agreement. By continuing to visit or use our Portal after these revisions take effect, you agree to be bound by the revised terms and conditions. If you do not agree to the new terms, please cease using the Services and Portal.

The User Agreement, "Gebruikersovereenkomst ENJERRY", in the Dutch language is leading over this document and can be found by setting your language to Dutch.

Team ENJERRY,
1 september 2023