

# General Terms and Conditions of HROffice

These are the General Terms and Conditions of HROffice Recruitment B.V. (Chamber of Commerce 88703185), HROffice Planning B.V. (Chamber of Commerce 88703169) and HROffice WFM B.V. (Chamber of Commerce 88703193), located at Florapark 11, 2012 HK in Haarlem, the Netherlands, hereinafter individually referred to as “HROffice.” These General Terms and Conditions have been filed with the Dutch Chamber of Commerce.

## CHAPTER 1. GENERAL PROVISIONS

### Article 1. Definitions

All capitalised terms in these General Terms and Conditions have the meaning assigned to them in this article, both in singular and plural.

1.1 General Terms and Conditions: these General Terms and Conditions of HROffice, including any annexes, which form an integral part of the Agreement.

1.2 Consultancy: any form of expertise provided by HROffice, including but not limited to advice on employer branding and campaigns, implementation of Software, conducting (target group) analyses, employer scans and reports, and providing training sessions.

1.3 Services: all services that HROffice will provide to the Client. These services may include granting a Licence, designing and managing Software, and performing various forms of Consultancy.

1.4 End User: a natural person who uses the Services under the Agreement.

1.5 Incident: the substantial non-compliance of the Software with the agreed specifications, including situations where there is inaccessibility not caused by maintenance.

1.6 Licence: the non-exclusive, non-pledgeable, non-sublicensable and non-transferable right to use the Software for the duration of the Agreement and under the conditions agreed upon by the parties.

1.7 Client: any legal entity or natural person acting in the exercise of a profession or business that enters into an Agreement with HROffice.

1.8 Agreement: the full agreement between HROffice and the Client, including but not limited to the offer from HROffice, of which the General Terms and Conditions form an integral part.

1.9 Severity level: the severity of an Incident.

1.10 Software: all software – in any form – made available to the Client by HROffice, including but not limited to the modules named “HROffice Contracts,” “HROffice Timeclocks,” “AMC Platform,” “HROffice Career Websites,” “HROffice Connect,” “HROffice Recruitment,” “HROffice Referral Tool,” “HROffice Planning,” and “HROffice Workforce Management,” including any (custom) modifications.

1.11 Workday: Monday through Friday, excluding nationally recognised public holidays.

## **Article 2. Applicability and hierarchy**

2.1 The General Terms and Conditions apply to every Agreement, as well as to all legal acts aimed at establishing it, including but not limited to offers, quotations, and proposals.

2.2 Additions to and deviations from these General Terms and Conditions only apply if agreed upon in writing.

2.3 The applicability of (purchase) conditions of the Client is expressly rejected.

2.4 HROffice may grant the Client access to third-party products or services. If the Client wishes to use these products or services, an agreement is concluded between the Client and the relevant third party. The General Terms and Conditions of HROffice are not applicable in such cases, and HROffice is in no way liable for any damage the Client may suffer in this context.

2.5 If one or more provisions of the General Terms and Conditions are wholly or partially null and void or annulled, the remaining provisions of the General Terms and Conditions shall remain fully applicable. HROffice and the Client shall then consult to agree on new provisions to replace the null or voided provisions, taking into account, as far as possible, the intent of the original provisions.

2.6 The Agreement between the parties may consist of multiple documents that complement each other. In the event of contradictions between these documents, the following hierarchy applies:

- a. the written additions and/or deviations agreed upon between the parties regarding the documents below;
- b. the approved offer or any other proposal;
- c. the General Terms and Conditions;
- d. the data processing agreement.

## **Article 3. Formation of the Agreement**

3.1 Any quotation or other offer from HROffice is non-binding unless explicitly stated otherwise in writing by HROffice.

3.2 If acceptance deviates – even on minor points – from the offer made, HROffice is not bound by it. The Agreement will then not be concluded in accordance with the deviating acceptance unless HROffice explicitly states otherwise in writing.

3.3 The Client guarantees the completeness and accuracy of the information provided to HROffice on which HROffice bases its offer. If the data or information provided by the Client proves to be incorrect, HROffice has the right to adjust the offer or the concluded Agreement accordingly or to terminate or cancel the Agreement.

## **Article 4. Services**

4.1 HROffice will endeavour to deliver the Services as soon as possible and in accordance with the Agreement. All Services are provided on a best-efforts basis, unless explicitly agreed otherwise in writing.

4.2 Timeframes for certain activities are indicative and do not constitute deadlines.

4.3 The Client must make all reasonable efforts and refrain from actions necessary for the correct and timely performance of the Services by HROffice. The Client ensures that all information deemed necessary by HROffice, or which the Client should reasonably understand as necessary, is provided promptly and free of charge. The Client guarantees the accuracy and completeness of the information provided and indemnifies HROffice against any claims by third parties related to incorrect information.

4.4 The Client may only use the Services for their own organisation. The Client is not permitted to rent, loan, resell, transfer, license, distribute, or otherwise provide access to the Software and/or Services unless explicitly permitted in these General Terms and Conditions or agreed otherwise in writing.

4.5 HROffice has the right to engage third parties in the provision of the Services. Any associated costs will only be borne by the Client if agreed upon in writing in advance.

4.6 The Services may only be used for lawful and legitimate purposes, without infringing on the rights of third parties, including but not limited to intellectual property rights. The Client indemnifies HROffice against claims by third parties related to the Client's use of the Services.

## **Article 5. Prices and Payment Terms**

5.1 All prices are exclusive of VAT, government-imposed levies, and any expenses related to the Agreement, including but not limited to travel and accommodation costs, unless otherwise indicated in writing.

5.2 If HROffice agrees on a fixed price with the Client, it is entitled to increase this price without giving the Client the right to terminate the Agreement, provided the price increase arises from legal regulations.

5.3 Without prejudice to the provisions of paragraph 2 of this article, HROffice may annually adjust prices for all Services and associated costs based on the CBS index for collective labour agreement wages in business services, without the Client having the right to terminate the Agreement.

5.4 Payment must be made within 14 days of the invoice date in the currency invoiced and as instructed by HROffice. Periodic invoicing is permitted. If no payment schedule has been agreed upon, all amounts are due monthly in arrears.

5.5 If the Client fails to pay the amounts owed on time, they are in default by operation of law. HROffice may then (a) suspend the Services wholly or partially until the outstanding amount is paid in full and (b) charge interest of 1% per month on the overdue amounts, with a minimum equal to the statutory commercial interest rate. If payment remains overdue after a reminder or notice of default, HROffice may transfer the claim to a collection agency.

All judicial and extrajudicial costs incurred by HROffice will be borne by the Client. This does not affect other statutory or contractual rights of HROffice.

5.6 The Client is not entitled to suspend payment or offset payment obligations with claims against HROffice.

## **Article 6. Liability**

6.1 If and insofar as HROffice fails to meet its obligations, HROffice is liable, subject to the provisions in paragraphs 2 to 4 and elsewhere in these General Terms and Conditions, the Agreement, and/or other agreements, for direct damage suffered by the Client, provided the damage is a direct result of an attributable failure by HROffice.

6.2 HROffice's liability for indirect damage, including consequential damage, loss of profits, missed savings, fines, reputational damage, business interruptions, and reduced goodwill, is excluded in all cases.

6.3 Any liability arising from these General Terms and Conditions, the Agreement, other agreements, and/or applicable law is limited to half the amount the Client owes HROffice (excluding VAT) for a period of 12 months prior to the occurrence of the damage and will never exceed €1,000 per claim or €5,000 per calendar year.

6.4 HROffice's liability will never exceed the amount paid out under its insurance policy in the relevant case.

6.5 HROffice's liability for an attributable failure in the Agreement arises only if the Client has given HROffice written notice of default, granting a reasonable period for remedy, and HROffice fails to resolve the failure within this timeframe.

6.6 Any agreed limitations or exclusions of liability will lapse if the damage is caused by intentional misconduct or gross negligence by HROffice's management.

## **Article 7. Force Majeure**

7.1 HROffice is not obliged to fulfil any obligations to the Client if hindered by circumstances beyond its control.

7.2 Force majeure includes, in addition to its legal definition, all external causes, foreseen or unforeseen, over which HROffice has no control, preventing the fulfilment of obligations. This includes fire, explosions, floods, strikes, power outages, telecommunications failures, network attacks, war, and terrorism.

7.3 During the period of force majeure, HROffice may suspend its obligations. If the force majeure lasts longer than three months, either party may terminate the Agreement without being liable for damages.

## **Article 8. Duration and Termination**

8.1 The Agreement is entered into for a fixed period as specified in writing; otherwise, a term of one year applies. After the initial term, the Agreement is automatically renewed for the same period unless terminated in writing at least three months before the end date.

8.2 HROffice may suspend, terminate, or dissolve the Agreement immediately without being

liable for damages if:

- a. the Client fails to meet obligations, and the breach is not remedied within a reasonable period after a notice of default;
- b. circumstances arise that make performance of the Agreement impossible or unreasonable for HROffice;
- c. the Client faces liquidation, bankruptcy, suspension of payment, asset seizure (not lifted within three months), debt restructuring, or cessation of business.

8.3 Termination does not reverse the Services already provided, nor the associated payment obligations.

8.4 Any remaining claims from HROffice become immediately due upon termination, regardless of the reason.

8.5 HROffice may delete data and associated environments 30 days after the Agreement ends.

## **Article 9. Intellectual Property**

9.1 All intellectual property rights related to the Software, equipment, websites, materials (e.g., reports, documentation, analyses, texts, designs), and adaptations remain the exclusive property of HROffice or its licensors.

9.2 Rights regarding the Client's data or individual End Users stored in the Software remain with the Client. HROffice will only use this data to provide the Services, manage and improve them, and comply with applicable laws.

9.3 The Client is granted a non-exclusive, non-transferable, non-pledgeable, and non-sublicensable right to use the Licence or materials for the duration of the Agreement. The Client may not modify the Software or materials.

9.4 HROffice may use knowledge gained from providing the Services or developing Software or materials for other purposes.

9.5 The Client has no access to the Software's source code or other technical documentation unless required by mandatory law.

9.6 HROffice is entitled to use the Client's logo, name, or trademark in its external communications.

## **Article 10. Personal Data**

10.1 Both parties will ensure compliance with applicable privacy laws when using or providing the Services. If and to the extent HROffice processes personal data for the Client, it will act as a 'processor' under the Client's instruction and responsibility in accordance with the General Data Protection Regulation and its implementation in Dutch law or any future applicable privacy legislation.

10.2 The Client guarantees that the content, use, and/or processing of data is lawful and does not infringe on the rights of any third party. The Client indemnifies HROffice against any claims from third parties in this regard.

10.3 If required, the parties will enter into a data processing agreement. This agreement is

available as an annex to these General Terms and Conditions.

#### **Article 11. Personnel**

11.1 During the term of the Agreement and for one year after its termination, the Client is not permitted to employ HROffice employees or have them work directly or indirectly for the Client without prior written consent from HROffice. This prohibition does not apply if the employee applies for a publicly advertised vacancy on their own initiative.

#### **Article 12. Confidentiality**

12.1 Both parties shall ensure that all information received from the other party, which is known or reasonably should be known to be confidential, remains confidential. Information is deemed confidential if designated as such by either party.

12.2 The confidentiality obligation does not apply if disclosure is required by a court order, statutory provision, or government directive. If allowed, the disclosing party will inform the other party as soon as possible to enable them to take action against the disclosure.

#### **Article 13. Amendments**

13.1 HROffice may unilaterally amend these General Terms and Conditions during the term of an Agreement and will notify the Client in advance. If the Client does not accept an amendment, they may object in writing within 14 days of the announcement. If HROffice decides to proceed despite the objection, the Client may terminate the Agreement in writing up to and including the effective date of the amendment.

13.2 The above procedure does not apply to minor changes or changes in the Client's favour. Such changes may be implemented unilaterally and immediately. The Client will be informed of these changes as soon as possible.

#### **Article 14. Governing Law and Disputes**

14.1 These General Terms and Conditions and any agreements they apply to are governed by Dutch law.

14.2 Unless mandatory law dictates otherwise, any disputes arising from the Agreement will be submitted to the Dutch court in the district where HROffice is located.

### **CHAPTER 2. CONSULTANCY**

*If the Services include Consultancy, the provisions in this chapter apply in addition to the general provisions in Chapter 1. In case of conflict, the provisions in this chapter prevail.*

#### **Article 15. Consultancy**

15.1 HROffice performs Consultancy independently, at its discretion, and not under the supervision or direction of the Client.

15.2 The Client uses any advice or reports provided by HROffice at its own risk. The burden of

proof that Consultancy does not meet agreed standards or reasonable expectations lies with the Client, without prejudice to HROffice's right to provide counter-evidence.

15.3 Consultancy is charged based on time spent and costs incurred at the agreed hourly rate as specified in the offer or other proposal.

15.4 If Consultancy is performed on-site at the Client's location, HROffice will charge the Client an agreed daily rate per consultant per workday.

15.5 Consultancy is conducted on Workdays during HROffice's regular business hours unless otherwise agreed.

15.6 If delivered results contain significant errors or shortcomings attributable to HROffice, reported in writing within ten (10) workdays after delivery, HROffice will make reasonable efforts to correct them. If correction is not possible, HROffice may credit a proportional part of the fee.

15.7 The Client may not provide reports or advice to third parties or otherwise disclose them without prior written consent from HROffice.

### **CHAPTER 3. SOFTWARE AS A SERVICE / WEBSITES**

*If the Services include Software-as-a-Service or website development, the provisions in this chapter apply in addition to the general provisions in Chapter 1. In case of conflict, the provisions in this chapter prevail.*

#### **Article 16. Installation**

16.1 HROffice will endeavour to make the Service available to the Client as soon as possible after the Agreement is concluded.

16.2 HROffice is not responsible for importing or converting the Client's data unless agreed in writing.

16.3 The Client is entitled to perform an acceptance test before using the Services.

#### **Article 17. Accounts**

17.1 Use of the Services requires accounts for both the Client and its End Users. The Client and End Users are responsible for keeping login credentials confidential. Accounts are strictly personal and may not be shared.

17.2 Unless otherwise agreed, the Client is responsible for creating, managing, and revoking accounts, including for End Users. The Client must ensure the accuracy of authorisations and access rights granted to End Users.

17.3 Actions performed via an account, including those by End Users, are the Client's responsibility. HROffice may assume these actions are authorised by the Client.

17.4 If the Client suspects or detects account misuse, they must immediately take all necessary measures to prevent further misuse and notify HROffice if unable to resolve the issue themselves.

## **Article 18. Usage Rules**

18.1 The Client may not use the Services in violation of Dutch or other applicable laws or in any unlawful manner.

18.2 The Client must not cause inconvenience to other HROffice customers or damage HROffice's or third-party systems or networks. The Client may not initiate processes or programs that could reasonably be expected to cause such inconvenience or damage.

18.3 HROffice may implement technical measures to protect the Software or materials. The Client is not permitted to bypass or remove these measures.

18.4 End User behaviour is the Client's responsibility. The Client must inform End Users of applicable usage rules and other relevant conditions.

18.5 If HROffice determines that the Client violates usage rules or receives a complaint, HROffice will notify the Client and allow them to resolve the issue. If no resolution occurs, HROffice may take appropriate measures. For urgent or severe violations, HROffice may intervene without prior notice.

18.6 The Client indemnifies HROffice for all damages and claims from third parties resulting from violations of this article.

## **Article 19. Availability and Maintenance**

19.1 HROffice will endeavour to maintain the Services and ensure a minimum availability of 99.5%, unless otherwise agreed in writing. Availability is calculated on an annual basis by HROffice.

19.2 The following are excluded from the availability calculation:

- a. unavailability due to force majeure;
- b. planned maintenance;
- c. incorrect, excessive, or unauthorised use of the network, Software, or Services by the Client or End Users;
- d. violations of usage rules by End Users;
- e. disruptions in communication lines or data connections outside the data centre;
- f. disruptions in systems or networks managed by the Client or End Users;
- g. issues caused by software not provided by HROffice;
- h. disruptions caused by third-party activities.

Interruptions shorter than 30 minutes are not considered unavailability.

19.3 Maintenance work may temporarily limit or suspend the Services. HROffice will minimise inconvenience by scheduling maintenance during low-usage periods.

19.4 In cases requiring urgent maintenance, HROffice may act without prior consent from the Client but will inform them as soon as possible about the nature and expected duration of the work.

19.5 Maintenance may alter or discontinue functionalities. HROffice will inform the Client of significant changes within a reasonable timeframe.



## Article 20. Support

20.1 HROffice will provide reasonable support for End User queries during regular business hours.

20.2 Support does not include:

- a. on-site assistance;
- b. expanding Software functionality;
- c. system, software, hardware, or network configurations;
- d. structural work, such as defining import definitions or third-party software integrations;
- e. file conversions or backup imports;
- f. support for third-party software or websites accessed via the Software;
- g. training, consultancy, or other services not explicitly agreed upon in writing;
- h. repairing or restoring data files;
- i. work on unsupported systems or platforms.

## Article 21. Incidents

21.1 The Client must promptly report any Incidents detected while using the Services. The Client shall provide all necessary cooperation in handling the report and supply all required information to HROffice.

21.2 HROffice will assess the reported Incident as quickly as possible and strive to respond and resolve it according to the assigned severity level. If the Client disagrees with the assigned severity level, the Client must immediately notify HROffice, and the issue will be escalated to management level for an appropriate resolution.

Severity Level	
Level	Description
1	Severity Level 1 is assigned when the Software is critically disrupted and/or completely unavailable to End Users. The Software cannot be resumed in an alternative way. Or: The parties agree that the Incident qualifies as Severity Level 1.
2	Severity Level 2 is assigned when an essential functionality of the Software is partially unavailable or missing, or when functionalities do not operate correctly, hindering normal use by End Users, although the Software remains available. Or: The parties agree that the Incident qualifies as Severity Level 2.
3	Severity Level 3 is assigned if the reported Incident (i) does not qualify as Severity Level 1 or 2, (ii) has little to no impact on the functionality or availability of the Software, or (iii) has limited consequences for End Users.

Or: The parties agree that the Incident qualifies as a Severity Level 3 Incident.

Response Time	
Level	Description
1	Within 4 hours after the Incident is reported, provided the report is made at least 4 hours before the end of the business day. Incidents reported outside business hours or less than 4 hours before the end of the business day will have a response time on the next business day.
2	Within 1 business day after the Incident is reported.
3	Within 5 business days after the Incident is reported.

Resolution times		
Level	Temporary Solution	Permanent Solution
1	As soon as possible, but no later than 5 business days.	In the next update or upgrade.
2	Within 10 business days.	In the next update or upgrade.
3	Within a reasonable timeframe.	As determined by HROffice.

## **Article 22. Usage Limits**

22.1 HROffice may set a maximum amount of data storage or network traffic for the Client.

22.2 If the set usage limits are exceeded, HROffice is entitled to charge additional costs or – after providing written notice – limit the use of the Services to the allowed usage limit.

22.3 In the absence of an established usage limit, a fair use policy applies. This means the Client may not use more than twice the capacity typically used by other HROffice clients under comparable circumstances.

22.4 HROffice is not liable for delays, disruptions, or other defects in the operation of the Services if these result from exceeding the usage limit, including violations of the fair use policy.

22.5 HROffice is entitled to take appropriate measures to prevent inconvenience to third parties, including but not limited to other HROffice clients. These measures may be taken if the inconvenience arises from exceeding the agreed usage limit or, in the absence of such a limit, the fair use policy.

22.6 The Client indemnifies HROffice for all damages and claims from third parties, including but not limited to other HROffice clients, if such damages or claims result from violations of the agreed usage limit or, in the absence thereof, the fair use policy.

## **Article 23. Backup**

23.1 HROffice is not obligated to create backups of the Software or the Client's associated stored data. The responsibility for backups lies with the Client, unless this is part of the Services agreed between the parties.