

# General Terms and Conditions

## Applicability

1. These general terms and conditions apply to any offer made by Talent Scanner and to any agreement concluded between Talent Scanner and the client.
2. All offers shall be free of obligation unless the offer specifically states otherwise in writing.
3. The applicability of any of the client's purchase and other terms and conditions is expressly rejected.

## The Agreement

1. The Agreement for the provision of a Service shall be deemed established by:
  - The client's signature on the quote prepared by Talent Scanner, or
  - A confirmation via email by Talent Scanner of the service to be rendered, as verbally agreed upon with the client, for a determined price, or
  - The de facto execution of the agreement by Talent Scanner, acting in good faith, through the provision of a service.

## Prices

1. During the period stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes resulting from changes in VAT rates.
2. The prices of products or services mentioned in the offer are exclusive of turnover tax (VAT) and other levies imposed by the government.
3. Talent Scanner shall in all cases be entitled to adjust the agreed-upon prices and rates by giving written notice to the client for services to be delivered, in accordance with the relevant schedule for the agreement, at a time that is at least three months after the date of such notice.
4. If the client does not wish to agree to any adjustment of prices and rates as referred to in Article 3.3 and made known by Talent Scanner, the client shall be entitled, within fourteen days of the notification referred to in that Article, to terminate the agreement in writing by the date on which the adjustment of prices or rates would take effect as stated in the notification from Talent Scanner, or to cancel the agreement.

## **Cancellation**

1. Cancellation is no longer possible for all Talent Scanner products and services after purchase or execution. In that case, 100% will be charged.

## **Delivery and Execution**

1. Talent Scanner shall exercise the greatest possible care when receiving and executing product orders and when assessing requests for the provision of services.
2. The method of transport, shipment and the like shall be determined by what is customary in business and social life unless otherwise agreed upon with the client. The risk of transport is borne by the client, including negligence/fault on the part of the carrier.

## **Payment**

1. Insofar as not specified otherwise in the agreement or additional conditions, the amount of money owed by the client must be paid within 14 days of the invoice date.
2. The client shall be obliged to notify Talent Scanner immediately of any inaccuracies in the payment details provided or stated.
3. If the client does not meet his payment obligation, he will, after Talent Scanner has informed the client of this late payment, be given a period of 14 days in which to still meet his payment obligation.
4. After the failure to pay within this 14-day period mentioned in 5.3., Talent Scanner shall be entitled to charge the client for the extrajudicial collection costs it has incurred. These collection costs amount to a maximum of 15% on outstanding amounts up to €2,500; 10% on the following €2,500; 5% on the following €5,000; with a minimum of €40. Talent Scanner may deviate from these amounts and percentages for the benefit of the client.


## **Force Majeure**


1. If in our opinion, the force majeure is of a temporary nature, we are entitled to suspend the execution of the agreement until the circumstance resulting in the force majeure no longer occurs.
2. If, in our opinion, the situation of force majeure is of a permanent nature, the parties can make an arrangement about the dissolution of the agreement and the associated consequences.
3. Talent Scanner shall be entitled to demand payment for the services that were performed in the execution of the agreement in question, before the circumstance(s) causing the force majeure had become apparent.

### **Contactinformatie**

 Nicolien Dellensen

 [info@talentscanner.nl](mailto:info@talentscanner.nl)

 NL +31-643 286 079

 ES +34-695 682 867



4. The party that believes that it is or will be in a situation of force majeure must inform the other party immediately in writing.

### **Intellectual Property Rights**

1. All intellectual or industrial property rights to all software or other materials developed or made available under the agreement, such as analyses, designs, documentation, reports, quotations, as well as preparatory material for these, shall be vested exclusively in Talent Scanner or its licensors. The client shall only acquire the rights of use granted by these Terms and Conditions. For the rest, the client shall not reproduce the software or other materials or make copies thereof.
2. The client is aware that the software and other materials made available contain confidential information and trade secrets of Talent Scanner or its licensors. The client ensures to keep the software and materials confidential, not to disclose them to third parties or to allow them to use them, and to use them only for the purpose for which they were made available to it. Third parties also include all persons working in the client's organization who do not necessarily need to use the software and/or other materials.
3. The Commissioning Party shall not be permitted to remove or alter any indication concerning copyrights, trademarks, trade names, or other intellectual or industrial property rights from the software or materials, including indications concerning the confidential nature and secrecy of the software.


### **Liability**


1. Insofar as Talent Scanner learns of the client's confidential information in the context of an agreement, Talent Scanner shall only use this information in the context of its services. Talent Scanner shall observe secrecy with regard to this confidential information, unless disclosure of this information is necessary for the provision of services by Talent Scanner, Talent Scanner has a legal or professional obligation to disclose such information, Talent Scanner is required to defend itself before a disciplinary court or another tribunal, the client has relieved Talent Scanner of the obligation of secrecy, or the information has been obtained or is available through public sources. Within the framework of the order, Talent Scanner shall take all necessary precautions to protect the confidentiality of the confidential information.

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## Data Protection

1. In principle, when carrying out its services to or on behalf of the client under an agreement, Talent Scanner shall act as the data controller for the processing of personal data, unless Article 9.2.a applies. Each party shall remain responsible for its own processing of personal data in its capacity as the controller and shall, therefore, be independently responsible for compliance with all applicable laws and regulations for the protection of Personal Data.
2. To the extent that, in the context of an agreement, Talent Scanner processes personal data on behalf of the client as described below in a) and the client, therefore, determines the purposes and means of data processing, the client shall act as the data controller and Talent Scanner as the data processor and the other provisions of this paragraph 2 shall apply.
  - a. In the context of the execution of an agreement, Talent Scanner may process personal data of candidates which Talent Scanner obtains from the client or directly from the candidate. Talent Scanner shall process this candidate data in order to carry out the agreed-upon assignment. Talent Scanner then processes the data obtained during the assignment in order to generate the requested results, for example in the form of a report. In this case, the client shall only act as the controller and Talent Scanner as the processor with regard to the processing of personal data that form part of the candidate data, test data and results.
  - b. Talent Scanner shall only process this personal data in a manner that – and to the extent that – is necessary for the provision of the services ensuing from an agreement and in accordance with the client's instructions unless this is necessary to comply with a legal obligation on the part of the processor.
  - c. Talent Scanner shall treat all personal data as strictly confidential and shall inform the executing and/or approved sub-processors involved in processing the personal data of the confidential nature of these personal data. Talent Scanner shall ensure that such persons and parties sign an adequate processing agreement. The parties shall treat all information that the data processor must provide to the data controller as strictly confidential in accordance with Article 9.2.d.
  - d. Without prejudice to the security standards that the parties may have agreed upon elsewhere, Talent Scanner shall take appropriate technical and organizational measures to protect the processing of personal data. These measures shall in any case include:
    1. Measures to ensure that only authorized personnel have access to personal data;



2. Measures to protect the personal data against accidental or unlawful destruction, accidental loss or alteration, unauthorized or unlawful storage, processing, access or disclosure;
  3. Measures to identify vulnerabilities in relation to the processing of personal data in the systems used for the provision of services to data processors;
  4. Any additional measures agreed by the parties.
- e. Talent Scanner shall ensure that an appropriate security policy is implemented for the processing of personal data. At the written request of the client, it shall demonstrate which measures have been taken on the basis of this article and the responsible party; if this relationship between the parties applies and if there is a substantial reason to do so (e.g. as a result of a security incident), it shall allow such measures to be audited and tested and the security policy to be adjusted in accordance with further written instructions from the responsible party.
  - f. The Parties recognize that security requirements are constantly changing and that effective security requires frequent review and regular improvement of outdated security measures. Talent Scanner shall therefore continuously review and tighten, supplement, or improve the measures implemented pursuant to this Article in order to continue to comply with the requirements of this Article.
  - g. In its role as data processor, Talent Scanner shall immediately inform the client of incidents relating to the processing of personal data and shall cooperate with the responsible party at all times. Talent Scanner shall follow the instructions of the responsible party with regard to such an incident, with the aim of enabling the responsible party to conduct a proper investigation into the incident, formulate a correct response, and take appropriate follow-up action with regard to the incident. As the responsible party, Talent Scanner shall immediately inform the client of the incident in the event that it may have consequences for the client. 'Incident' means the following:
    1. A complaint or (information) request from a natural person with regard to the processing of personal data by the data processor;
    2. An investigation into or seizure by government officials of the personal data, or suspicion that this will take place;
    3. Any unauthorized or unintentional access, processing, deletion, loss, or any form of unlawful processing of the personal data;
    4. A breach of security and/or confidentiality, as set out above, leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure



of – or access to – the personal data, or any indication that such a breach will occur or has occurred.

Reports shall be addressed to the responsible party.

### **Liability**

1. Talent Scanner excludes all liability insofar as this is not mandatory under Dutch law.
2. Our liability shall never exceed the total amount of the order in question.
3. Talent Scanner shall not be liable for any damage incurred or caused by the (incorrect) use of the products or services supplied.


### **Complaints Procedure**

1. Complaints about the execution of the agreement must be submitted to Talent Scanner in a full and clearly described manner within a reasonable period after the client has discovered the defects.
2. Complaints submitted to Talent Scanner shall be answered within a period of 14 calendar days from the date of receipt. If a complaint requires foreseeable longer processing time, Talent Scanner shall respond within the 14-day period with an acknowledgment of receipt and an indication of when the client can expect a more detailed response.
3. The client shall give Talent Scanner at least 4 weeks to resolve the complaint to their mutual satisfaction. After this period, a dispute arises that is subject to the dispute settlement procedure.


### **Disputes**


1. Agreements between Talent Scanner and the client to which these general terms and conditions apply shall be governed exclusively by Dutch law.

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