

Terms of Use

These Terms of Use are applicable to your use of the website and the services offered on www.huzz.com by **IT-Development BV** under the Trade Mark Licence Agreement signed on 01/12/2011 with the licensor. Please read these Terms of Use carefully so that you know what your rights and obligations are when you use the website and/or the services.

By using the website and/or the services in any way whatsoever, or by clicking “sign up” during the registration process of your account, you thereby accept being bound to these Terms of Use, and become a user. This is a legally binding agreement. If you do not want to become a User, do not conclude the Agreement, do not click “sign up” and do not access and/or use the website or service, including viewing, downloading or otherwise using any information or service whatsoever. The Terms of Use are available for download at: http://static.huzz.com/files/Terms_of_Use.pdf.

Article 1 Definitions

In these Terms of Use the following concepts (used in singular and plural manners) are indicated with a capital letter. These concepts have the following meaning:

1.1. *Account*: a personal section created and managed by you when you sign in for the Service.

1.2. *Applicant*: the person or business submitting a Notice.

1.3. *Application*: the remotely accessibly web-based functionalities of the Website.

1.4. *Content*: all the material placed on the Website by a User and made accessible via the Service including, but not limited to comments, messages, tips, photographs and events.

1.5. *Database*: the file in which the (personal) details of you as a User and of other Users are recorded by ITD.

1.6. *ITD*: the limited liability company IT-Development BV with capital of € 90,000 having its registered office at Spieringdam 1, 2492ND The Hague, Netherlands, and listed at the Chamber of Commerce under number 27296994 - Haaglanden.

1.7. *Information*: all the material placed and made accessible on the Website by ITD via the Service except for Content.

1.8. *Intellectual Property Rights*: all the intellectual property rights and associated rights such as copyrights, trademark rights, patents, model rights, trade name rights, database rights and neighboring rights as well as the rights to know-how and one-line performances.

1.9. *Notice*: a complete and correctly filled out form by which illegal Content is reported pursuant to the Notice for Alleged Illegal Content, being available for download at: http://static.huzz.com/files/Notice_of_Alleged_Illegal_Content.pdf.

1.10. *Password*: the password you have given to access your Account.

1.11. *Service*: the service provided to you, whether paid or free of charge, by ITD through access and use of the Website and which is described on the Website and in Article 3 of these Terms of Use.

1.12. *User*: a natural person who has created an Account and is using the Service.

1.13. *User Name*: the name or alias chosen by you under which you sign in to the Website.

1.14. *Website*: the website of ITD, available at: www.huzz.com, including all the sub domains and other websites operated by ITD, as well as including all functionalities and features available on the Website, such as Information, Content, Database and Applications, as may be amended from time to time.

Article 2 Applicability and amendment of Terms of Use

2.1. These Terms of Use are applicable to any use you make of the Service.

2.2. ITD is at all times entitled to amend, update or supplement these Terms of Use at any time. Any amended, updated or supplemented Terms of Use can be found on the Website. If any modifications of these Terms of Use significantly alter your rights or obligations, ITD will notify you by means of a message on the Website, via a private message and/or via e-mail.

2.3. By using the Service or the Website after these Terms of Use have been amended or updated, you irrevocably accept the new Terms of Use. If you do not agree with any amendments, updates or supplements, your only option is to no longer use the Service and to terminate your Account for convenience, effective as per the effective date of the amended terms. ITD therefore recommends that you regularly consult the Terms of Use.

2.4. You must comply with all applicable laws, the Terms of Use, the Privacy Policy, the (Conditions for) Notice of Alleged Illegal Content, and all other Notices that are applicable to the use of the Service.

Article 3 Description of the Service

3.1. The Service can be described as a business networking platform for professionals, in particular a recruiting website for applicants, recruiters and experts. For applicants, the Service means to create access in a convenient and simple manner to manage your resume and professional identity. It is further meant to enable the applicant to promote itself, its profile, its experience and skills. Furthermore, the Service gives recruiters the opportunity to search for available candidates. For experts, ITD provides an increased visibility of name and reputation.

Article 4 Your Account

4.1. In order to be able to use the Service and all options thereof optimally, you have to create an Account in the way as described on the Website. You guarantee to ITD that the information provided

when creating your Account is strictly complete, true and accurate. It is not allowed to create an Account in name of another person. You have to submit an e-mail address and Password by which you can access the Account.

4.2. All information and data provided by you during the creation or alteration of your Account will be saved in the Database and processed in accordance with the ITD Privacy Policy which can be downloaded at: http://static.huzz.com/files/Privacy_Policy.pdf.

4.3. You are responsible for keeping your Password confidential. You are liable for all use made of the Service through your Account. ITD will assume that you are indeed the person who has signed in with your User Name and Password. As soon as you know, or have reasons to assume, that a User Name and/or Password has come into the hands of (an) unauthorized person(s), you should inform ITD of this, notwithstanding your own obligation to take immediate effective measures yourself such as for instance changing your Password. You can inform ITD about this via the contact details mentioned in Article 14.

4.4. In principle everybody who is at least eighteen (18) years old can create an Account at ITD. By accepting these Terms of Use you guarantee that you are indeed at least eighteen (18) years old.

4.5. ITD reserves the right to change the log-in procedure, your Password and/or your User Name if they regard this necessary in the interest of the (correct) operation of the Service. User Names will in any event be removed and/or taken back if they infringe any rights of third parties or are otherwise regarded as undesirable by ITD.

4.6. You can change the status of your Account, make (parts of) your Account publicly available or closed, or change other settings concerning, for instance your privacy settings, at any time by changing your Account settings.

4.7. The ranking of your Account in the search result of the ITD search engine is, amongst others, dependent on the following parameters: (i) date of creating your Account, your use of the Website and/or Service, and/or (iii) using a paid Service as described in Article 14.

Article 5 Use of the Service

5.1. You accept and agree that the Service is rendered on an “as is basis”. In particular, the User accepts that the Service contains the functionalities and features at the moment of use of the Service. ITD excludes expressly any explicit and tacit guarantees, undertakings and warranties of any nature whatsoever including – but not limited to – guarantees, undertakings and warranties with regard of the quality, safety, unlawfulness, integrity and accuracy of the Service.

5.2. You guarantee to ITD that you are entitled to make use of the Service and that you will act in accordance with these Terms of Use. The use of the Service is entirely for your own risk and account.

5.3. You are responsible for any activities performed by you via the Service, including placing Content. Notwithstanding the other provisions of these Terms of Use, the activities performed by you in using the Service, including the placement of Content, shall not:

- a. be based on falsehoods, contain false Information and/or be misleading;
- b. contain any viruses, Trojan horses, worms, bots or other software which might damage, render useless or inaccessible or delete an automated work or data, or which are meant to bypass technical protection measures of the Website and/or the computer systems of ITD;
- c. consist of taking a false identity or untruthfully suggest that you are affiliated with ITD;
- d. be of a commercial nature;
- e. constitute spam or other forms of unsolicited e-mail;
- f. contravene any applicable legislation or regulations;
- g. contravene these Terms of Use;
- h. infringe on the rights of ITD or third parties, including Intellectual Property Rights or privacy related rights;
- i. be otherwise unlawful in any way whatsoever;
- j. harm the interests, reputation and good name of ITD.

5.4. You indemnify ITD against claims by third parties based on the allegation that the activities performed by you in using the Service, such as placing Content, are in any way unlawful.

5.5. ITD does not guarantee that the Service will be accessible at all times and without any interruptions or failures. Failures in the Service can also occur, but not exclusively, as a result of failures in the internet or phone connection or by viruses or faults/defects.

5.6. ITD is not liable or obliged to the User to pay compensation in any way whatsoever for any damage resulting or arising from the Service being (temporarily) unavailable or (temporarily) broken down.

5.7. ITD is not liable or obliged to the User to pay compensation in any way whatsoever for any damage resulting or arising from Information on the Q&A-section on the Website.

5.8. Any technical facilities required in order to be able to use the Service including, but not limited to, hardware and the availability of an internet connection as well as the costs of their use, will be at your own expense.

5.9. It is not allowed to copy (parts of) the Website and/or Information to (a) website(s) of third parties, except as expressly allowed by mandatory law.

5.10. Except as expressly allowed by mandatory law, you may not (i) copy, make available, sublicense or otherwise commercialize the Service and/or Applications, (ii) modify, translate or otherwise create a derivative work of the Service and/or Applications, or (iii) disassemble, decompile or reverse engineer the object code or source code of the Service and or Applications or any part thereof.

5.11. ITD may take technological measures to protect (individual parts of) the Service. You may not remove or circumvent such technical measures.

Article 6 (Third Party) Content

6.1. Notwithstanding the provisions set out in Article 5.3, you guarantee that you will not make available, transmit and/or circulate any Content via the Service which:

- a. is discriminating with regard to someone's appearance, race, religion, sex, culture, origin or which is otherwise offensive;
- b. incites to violence and/or harassment of another or others;
- c. leads to or is the consequence of exploitation or abuse of another or others;
- d. which in the opinion of ITD is in contrary to good morals or good taste, is violent or includes a link to pornographic material or (a) pornographic website(s) or which includes (a link to) pornographic or erotic material;
- e. includes a request for the personal details of minors and/or which provides the personal details of others;
- f. encourages or performs the commitment of illegal activities;
- g. involves chain letters, junk mail or spamming and/or asks for passwords or other information which can be traced back to persons, including by using automated software or methods, for commercial or illegal purposes.

6.2. Under the conditions set out in these Terms of Use you retain in principle the Intellectual Property Rights with regard to the Content submitted by you. You acknowledge and agree that by making Content available you automatically grant to ITD a royalty-free, unencumbered, world-wide, sub-licensable, non-exclusive license to use, reproduce, circulate and make public the Content in connection with the Service and to use the Content for marketing and/or promotional purposes in connection with the Service.

6.3. You acknowledge and agree that the Content you make available to ITD will be used by other Users. ITD does not accept any liability for compliance with these Terms of Use by the users of ITD.

6.4. You acknowledge and understand that other Users determine the contents of the Content offered by them by using the Service. ITD does not exercise control over any Content you or other User(s) submit while using the Service. ITD has no obligation to verify the identity of any User(s) or to supervise the content provided for by Users. ITD does not give any guarantee and does not accept any liability for the Content offered by (other) Users.

6.5. If you are of the opinion that Content is unlawful, you can report this to ITD. You can find more information about the Notice in the Notice of Alleged Illegal Content section in Article 13.

6.6. ITD reserves the right to reduce, change or block Content. ITD also reserves the right to remove Content for any reason whatsoever, without any further notification and without having to pay any compensation or to close your Content particularly in - but not limited to - cases in which you violate Article 5.3 and/or Article 6.1, notwithstanding the right to take further legal action including - but not limited to - providing your personal details to third parties.

6.7. Third parties' software applications, content and services and/or links to third parties websites ("Third Parties Content") may be available on the Service. The availability of such Third Parties Content on the Service does not imply that ITD has approved or checked this content. Therefore ITD does not accept any responsibility or liability for Third Party Content nor any use of Third Party Content.

6.8. Third party terms or conditions may apply to Third Party Content.

Article 7 Interruption of the Service

7.1. ITD is entitled to put the Website and/or the Service (temporarily) out of service and/or to reduce the use of it without any prior notification and without being obliged to pay compensation to you, if to the discretion of ITD this is necessary for instance in connection with the reasonably required maintenance of the Website and/or the Service.

7.2. ITD is entitled without any prior notice, to apply procedural and technical changes and/or improvements to the Website and/or the Service.

Article 8 Intellectual Property Rights

8.1. The Intellectual Property Rights with regard to the Website, the Service, the Information, the Applications and the Database offered by ITD, including the Intellectual Property Rights to the texts, images, designs, photographs, software, audiovisual material and other materials are vested in ITD and/or their licensors.

8.2. Under the conditions as set out in these Terms of Use, ITD grants you a restricted, personal, revocable, non-exclusive, non-sub-licensable, non-transferable right to use the Service, the Information, the Applications, the Database and to view the Content made available in the manner and in the format as this Content and the Information is provided via the Service.

8.3. It is expressly not allowed to download, copy, change, or make public the Information, the Application, the Database and files, data, programs and/or materials, or to use them for direct or indirect commercial purposes or to use them for any other purpose than the purposes mentioned in these Terms of Use unless ITD or the respective entitled party has given their/its/his/her consent to this end. This does not apply to Content which you made lawfully public yourself via the Service.

8.4. It is not allowed to remove, make illegible, hide or change notifications with regard to Intellectual Property Rights.

8.5. Nothing in these Terms of Use is meant to assign any Intellectual Property Rights to you. The use you may make of the Service is restricted to what has been described in these Terms of Use. You shall not perform any acts which may infringe upon the Intellectual Property Rights of ITD such as registering domain names or trademarks which are similar or identical to any object of which ITD has the Intellectual Property Rights. You acknowledge and accept that any improper use of files, data and materials vested with Intellectual Property Rights, infringes on these Terms of Use and on the applicable legislation.

Article 9 Privacy

9.1. During the creation of your Account and during the provision of the Service, you will supply ITD with (personal) details. These (personal) details will be saved and processed according to the Privacy Policy of ITD, which is available for download at: http://static.huzz.com/files/Privacy_Policy.pdf, and the applicable legislation and regulations.

Article 10 Liability and Guarantees

10.1. Any and all liability of ITD, whether based upon attributable failure, tort or otherwise, is fully excluded, including but not limited to damage resulting from or in connection with the use of the Website and/or the Service or the impossibility of using it or pursuant to an unlawful act or otherwise insofar as this is allowed under mandatory law.

10.2. ITD does not guarantee that the Service will be accessible at all times and without any interruptions or failures, for instance as a result of failures in the internet or phone connection, by viruses, faults/defects or caused by third parties whom ITD uses in rendering the Service. ITD is not liable or obliged to the user to pay compensation in any way whatsoever for any damage resulting or arising from the Service being (temporarily) unavailable or (temporarily) broken down, such as, without limitation, damages resulting from the unavailability of the Event organizing functionality.

10.3. The only option that you can take if you think that you have suffered damage is to discontinue the use of the Service and to cancel your Account.

10.4. You guarantee to ITD that you are entitled to make use of the Service in the manner as contemplated in and that you will act in strict accordance with these Terms of Use.

Article 11 Indemnification

11.1. You fully indemnify and hold harmless ITD against any and all claims by third parties on any ground whatsoever with regard to the compensation for losses, costs or interests in connection with or resulting from your use of the Website, the Service and/or (a) violation(s) of these Terms of Use and/or any other rights of third parties.

Article 12 Terms and Termination

12.1. You are entitled to discontinue the use of the Service at any time and to terminate your account.

12.2. In addition to the other remedies or means available to ITD, ITD is at all times entitled to (temporarily) restrict, suspend or put out of use your activities in connection with the Service without giving any reason and without any prior explanation, to discontinue and/or to remove your Account temporarily or permanently, to remove Content, to issue a warning, to terminate the Service and to refuse to provide you with the Service, particularly – but not limited to this – if your act contrary to these Terms of Use and/or ITD is of the opinion that your acts may inflict damage or cause liability for ITD or yourself with regard to other users, third parties and ITD. ITD will not be liable or obliged to pay compensation for this in any way whatsoever.

12.3. Upon termination, you lose access to the Service.

Article 13 Notice of Alleged Illegal Content

13.1. ITD is not aware of the Content you place on the Website. In order to terminate infringements of the rights of third parties as soon as possible, ITD has developed a procedure for reporting infringing Content: the Notice of Alleged Illegal Content. This Notice is available for download at: http://static.huzz.com/files/Notice_of_Alleged_Illegal_Content.pdf.

13.2. However, ITD is not liable for any damage whatsoever, either direct or indirect, suffered by third parties and caused by the unlawful use of their Services by you unless ITD has not blocked the respective Content or does not discontinue the unlawful activity whilst being aware by means of the Notice of the fact that the Content or activity is indisputably unlawful.

13.3. ITD reserves the right not to honor a request to block Content, to discontinue an activity or the provision of the information regarding name, address and town if they have good reasons to doubt the accuracy of the Notice or the lawfulness of the evidence submitted or if they are required to do so due to a weighing of interests. In this connection ITD can for instance demand a judgment from a competent Court which judgment demonstrates that the respective Content is indisputably unlawful.

13.4. ITD will not be a party in any way whatsoever in a dispute between you and an Applicant or, if you act as the Applicant, between you and another User, unless states otherwise.

13.5. If you submit a Notice, you indemnify ITD and all its affiliated companies as well as its Board, managers, employees, representatives and legal successors against any claim by third parties in connection with a blocking of Content or the provision of the information regarding name, address and town. The indemnification also relates to all the damage and costs suffered by ITD or which ITD might suffer as a result or which ITD has to incur in connection with such a claim, including – but not limited to – reimbursement of legal assistance costs.

13.6. ITD respects and protects the privacy of all Applicants. All personal information provided to them in connection with a Notice will always be dealt with confidentially and will only be used for dealing with the Notice.

Article 14 Paid Services and products

14.1. ITD may elect to offer paid Services. You agree to enter into a separate agreement with ITD for such paid Services, if so requested by ITD. All prices of paid Services and products offered by ITD are in euros and inclusive of VAT.

14.2. You pay the price stated on the Website for the Products and/or Services ordered via the Website. Payment is made in the manner indicated on the Website. Unless explicitly agreed otherwise, Payment must be made when you place the order or enter into an agreement.

14.3. The prices stated on the Website may, without prior announcement, be changed. Only the price stated on the Website when the agreement is concluded will be binding.

14.4. You cannot hold ITD to any offers and/or prices if you should in all reasonableness have known that the offer and/or the price are/is an obvious mistake or obvious error in writing.

Article 15 Contact

15.1. For any general queries, ITD can be contacted via the following contact details:

- IT-Development BV, Spieringdam 1, 2492ND The Hague, Netherlands
- Contact ITD online form: <http://www.huzz.com/contact-huzz>

Article 16 Miscellaneous, Applicable Law and Competent Court

16.1. The Terms of Use and the use of the Service and the Website are governed by and construed in accordance with the laws of the country where you are residing (“Local Law”). If any provision of these Terms of Use is not enforceable due to overriding mandatory Local Law, then this overriding mandatory Local Law will apply.

16.2. All disputes resulting from or arising out of these Terms of Use or your use of the Service or Website shall be submitted to the competent court in the country where you are residing, without prejudice to ITD’s rights to submit a dispute before another competent court in another country.

16.3. These Terms of Use include all the arrangements which you and ITD have made in this respect. They replace all previous arrangements and agreements which you have made or concluded with ITD in this respect. Verbal communications, undertakings or arrangements have no legal force unless they have been confirmed in writing.

16.4. ITD is allowed to assign any rights and obligations resulting from these Terms of Use to third parties and will inform you of this. If you do not accept the assignments of obligations to a third party, you may discontinue the use of the Service and terminate your Account.

16.5. Notwithstanding any legal obligations applicable to ITD to retain an agreement for the use of the Website and the Service between you and ITD, ITD will not be obliged to keep any archived agreement accessible to you.

16.6. If these Terms of Use are or become party invalid, you as well as ITD continue to be bound to the remaining part. ITD will replace the invalid part by clauses which will indeed be valid and of which the legal consequences – considering the contents and purpose of these Terms of Conditions – correspond as much as possible with those of the invalid part.