

# Terms and Conditions

v0.9

The ProUnity Platform is owned and operated by ProUnity NV. By registering on the ProUnity Platform, you acknowledge to have read and to agree with these Terms and Conditions without reservation.

## 1 DEFINITIONS

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In these Terms and Conditions, the following definitions apply:

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 Clients and/or Users.
2. **Client:** any natural or legal person who – for purposes inside his/her own trade activity, company activity, craft or professional activity – enters into a Client Agreement with ProUnity for the procurement of Core Services and/or Complementary Services.
3. **Client Agreement:** an agreement between ProUnity and a Client which outlines the mutual rights and obligations of ProUnity and the Client regarding (a) the access and use modalities of the Client to the Platform, (b) the Core Services and/or Complementary Services to be rendered under the agreement as well as (c) the applicable payment model for such access, use and services rendered.
4. **Complementary Services:** all services rendered via the Platform by ProUnity and/or an Affiliated Organisation that do not constitute Core Services.
5. **Core Services:** the services offered via the Platform by ProUnity and/or Affiliated Organization that entail (a) the creation and publication of User or Supplier Profiles, (b) the matching of User or Supplier Profiles with Clients' specifications for work for hire, (c) accommodating the conclusion of Work-for-Hire Agreements between Suppliers or Users and Clients, (d) accommodating the use of timesheets thus allowing to keep track of services rendered within the framework of Work-for-Hire Agreements and (e) accommodating electronic invoicing between Supplier or User and Client for services rendered under Work-for-Hire Agreements.
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 as described in section 2, which allows the provision of the Core Services and Complementary Services to Clients, Suppliers and Users.
9. **ProUnity:** ProUnity NV, having its registered seat at Cours Saint Michel 30b , 1040 Etterbeek, RPR Brussels 0568.514.822.
10. **Supplier:** any legal person which intends to use the Platform for signalling to Clients its specialist services, which entail the provision of

experts (employees of Supplier or independent (sub-)contractors) for specific works for hire. The Supplier may use the Platform with or without a Supplier Agreement, at the discretion of proUnity.

**11. Supplier Agreement:** an agreement between ProUnity and a Supplier which outlines the mutual rights and obligations of ProUnity and the Supplier regarding provision of services by the Supplier to the Client.

**12. User:** any natural or legal person who – for purposes inside his/her own trade activity, company activity, craft or professional activity – registers on the Platform by creating an account and provides professional credentials including his VAT number via the Platform resulting in a ‘User Profile’ intended to signal to Clients the User’s identity, capabilities and availability as an independent contractor for specific works for hire. A User can never be a Supplier.

**13. Work-for-Hire Agreement:** an agreement between a User or Supplier and a Client where the User or Supplier as an independent contractor on his own authority agrees against payment to perform a certain work (e.g. development of software, design of a webpage or the creation of an application) the details and specifications of which are provided for by the Client.

## 2 PLATFORM DESCRIPTION

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1. The Platform is first and foremost intended as an online space where Clients, Suppliers and Users may encounter each other in order to identify opportunities for collaboration, enter into Work-for-Hire Agreements, keep track of achievements or services rendered and send electronic invoices. The main interface for Users, Suppliers and Clients to access and use the Platform is a responsive website, which can be used on computers and mobile devices and which is operating system-agnostic.

2. Clients who have a specific IT related task which they want or need to outsource, can use the Platform to identify and select the desired User or Supplier Profile which demonstrates the required expert knowledge and skills to perform

said task. Users and Suppliers in turn can register on the Platform and create a User or Supplier Profile, which communicates to Clients the professional expertise the individual User or the Supplier has to offer. The Platform is exclusively aimed at Users who are active as freelancers or Suppliers.

3. From the User and Supplier perspective the Platform is open ended, meaning that anyone interested may register and create an account and a User or Supplier Profile, subject to the indicated purposes of the Platform as well as compliance with these Terms and Conditions. The Supplier is also required to enter into a Supplier Agreement, unless proUnity explicitly agrees to provide the Core Services and Complementary Services on the basis of these Terms and Conditions. Access to an account is limited via an authorisation procedure for which each Supplier or User must choose personal login credentials. The Supplier or User is able to manage the Supplier or User Profile via his account. The Supplier or User Profile is visible to all Clients who are – based on the Client Agreement – authorised to see it. **ProUnity reserves to right to determine, at her sole discretion and without prior notice, which information of the User Profile is shown to anyone who visits the Platform. With regard to the Supplier Profile, the Supplier shall at its own discretion determine which experts’ credentials and references it wishes to show to a particular Client.**

- From the Client’s perspective: the Client will see a short resume of the User or Supplier Profile, and for the User his availability date, his daily/hour rate, for the Supplier details about the company and contact information, and for both the ratings given by the Client regarding their performance. If the Client performs a blind query on the database of User Profiles, the contact details of the User will not be visible at this stage. The profiles of experts of the Supplier will only be visible to a specific Client if the Supplier makes them available. The Client can decide to publish a task anonymously or not.
- From the User’s perspective: the User will see the task posted by the Client, which can be anonymously or clearly attributable to a certain Client. Once

the User is selected for an interview or a Work-for-Hire Agreement proposition, should he accept this invitation his contact details will be visible. He will also see the terms of the Work-for-Hire Agreement as foreseen by the Client.

- From the Supplier's perspective: the Supplier will see the task posted by the Client which can be anonymously or clearly attributable to a certain client. If the Supplier is selected as interesting by the Client, a short resume of the profile of the expert selected by the Supplier will be visible to that Client and a full resume will be send.
- Upon closing the Work-for-Hire Agreement between Client and User, both of them will be able to view the timesheets and the signed contract.

4. From the Client perspective, the Platform is closed ended, meaning that a Client first enters into a Client Agreement before access to the Platform is granted. Individual Clients' access to and use of the platform as well as the modalities under which Core Services and Complementary Services are provided to the individual Clients are governed by the Client Agreement.

5. When a Client and a Supplier or User wish to enter into a Work-for-Hire Agreement with one another, the Client makes available his own contract template via the Platform to the Supplier or User. The Supplier or User may then read the contract as well as send back a signed copy of the contract via the Platform or in hard copy to the Client. **ProUnity reserves to right to take note of the contents of any Work-for-Hire Agreement concluded between the User and the Client. The same shall apply for the Supplier, unless there is no Supplier Agreement between Supplier and ProUnity.**

During the period in which the User performs the tasks for which he was hired by the Client, the User can keep track of his performance via the timesheet function of the Platform. Unless stipulated otherwise in the Supplier Agreement or unless no Supplier Agreement has been signed, the Supplier will always use this functionality. A validated timesheet, i.e. a timesheet for which the Client has given his approval regarding the truthfulness and accuracy of its contents, shall serve as written

proof of services rendered by the User or Supplier to the Client to the latter's satisfaction and shall serve as the basis for the invoice of the Supplier or User to ProUnity. **Unless there is no Supplier Agreement between Supplier and ProUnity, ProUnity reserves the right to take note of the contents of any timesheet kept and/or processed on the Platform.**

At the end of each payment cycle as determined in the Work-for-Hire Agreement, the Supplier or User will invoice ProUnity, who in turn will invoice the Client. The same shall apply for the Supplier, unless there is no Supplier Agreement between Supplier and ProUnity.

6. After completion of the task performed by the Supplier or User, the Client can rate the performance of that Supplier or User thus indicating a level of satisfaction with the services rendered. The rating will be added to the public part of the Supplier or User Profile. **ProUnity does not assume any responsibility for these ratings nor does ProUnity certify the ratings' accuracy.**

### 3 USERS' AND SUPPLIER'S ACCESS TO AND USE OF THE PLATFORM

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1. Users can subscribe on the Platform if they have a VAT number. A maximum of 2 people may register under the same VAT number.

2. Suppliers can subscribe on the Platform and can upload as many experts' profiles as they want under the same VAT number.

3. Users and Suppliers can be located anywhere in the world. Users and Suppliers may also apply to opportunities anywhere in the world, but such will depend on the availability of opportunities abroad. Moreover, 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 opportunities available to a Supplier or a User.

4. The registration on and the use of the Platform is provided to the User free of charge, notwithstanding any fees charged by third parties for providing services necessary to

access the Platform (e.g. a subscription with an internet service provider). The same applies to the Supplier, unless clause 3.5 applies.

5. If the Core Services and Complementary Services are provided without Supplier Agreement, the Supplier shall pay the license fee for the provision of the Core Services and any chosen payable Complementary Services, as advertised on the Platform.

6. Should certain Complementary Services be provided for a fee payable to ProUnity or an Affiliated Organization, such shall be indicated expressly to the Supplier or User before he is bound by any agreement regarding the provision of any paid Complementary Services.

7. The Supplier or User acknowledges that the Platform is only available to independent contractors who wish to conclude a Work-for-Hire Agreement with a Client. The Platform cannot be used where the relationship between the Supplier or User and Client would constitute an agent-principal or employee-employer relationship. It is the Supplier's or User's responsibility to ensure that all necessary mandatory requirements resting on the appointee in the context of the Work-for-Hire Agreement under Belgian or any other country's applicable labour law and any other applicable laws have been fulfilled. ProUnity is not responsible and cannot be held liable for any issues regarding the Supplier's or User's performance of his obligations under the Work-for-Hire Agreement which stem from the non-fulfilment of the aforementioned mandatory requirements.

8. The Supplier or User warrants that he has the legal capacity required to enter into this agreement with ProUnity for the access to and use of the Platform as well as to enter into a Work-for-Hire Agreement. The Supplier or User will indemnify ProUnity for any claim against the latter which pertains to the aforementioned legal capacity of the Supplier or User.

9. When a Supplier or User registers on and makes use of the Platform he warrants that such registration and use is made in the Supplier's or User's own name or in the name of a third party who has legitimately authorised the Supplier or User for such registration and use.

10. The Supplier or User warrants that his personal information and the professional credentials included in the Supplier or User Profile are an accurate representation of the truth and are kept up to date. The use of aliases or nicknames is not allowed unless expressly indicated otherwise by ProUnity. Each Supplier or User can only have one Supplier or User Profile.

11. The Supplier or User agrees that all communication between the Supplier or User and ProUnity will take place via notices on the Platform or via e-mail. ProUnity will use the e-mail address provided by the Supplier or User in his account.

12. The Supplier or User will keep his login credentials giving access to his account on the Platform and Supplier or User Profile safe.

13. The Supplier or User is not allowed transfer any rights conferred to him by these Terms and Conditions to third parties.

14. The Supplier or User will only use the Platform for its intended use and in compliance with these Terms and Conditions. In the event a Supplier's or User's registration or use of the Platform can be considered (a) a violation of these Terms and Conditions or the intellectual property rights or any other right of a third party, the Client or an Affiliated Organization (b) a threat to the security or integrity of the Platform or any services provided by ProUnity or Affiliated Organizations, (c) a danger to the Platform due to viruses, Trojan horses, spyware, malware or any other form of malicious code, or (d) in any way hateful, obscene, discriminating, racist, slanderous, spiteful, hurtful or in some other way inappropriate or illegal, ProUnity reserves the right to cancel the agreement with that Supplier or User, to block the access to his account or to remove the account altogether and this with immediate effect, without prior notice or intervention of a judicial body and without any form of compensation or other claim.

15. The User agrees that the Work-for-Hire Agreement, the timesheets, the invoices and any other documents pertaining to the professional relationship between the User and the Client in the framework of the Work-for-Hire Agreement are processed and archived in electronic form on the Platform. This applies to the Supplier as well, unless stipulated otherwise in the Supplier

Agreement or unless the Core Services and Complementary Services are provided without Supplier Agreement.

16. The Supplier or User warrants that all electronic documents issued by him to the Client via the Platform are truthful, accurate, up to date and in compliance with the applicable laws and regulations. Notwithstanding clause 6.7, the Supplier or User also acknowledges that he and he alone is responsible for ensuring the authenticity and integrity of such documents. ProUnity is not required to verify any of the aforementioned properties of such documents. The Supplier or User indemnifies ProUnity for any claim brought by a Client, Affiliated Organization or third party with regard to these properties.

## **4 CLIENTS' ACCESS TO AND USE OF THE PLATFORM**

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1. The Client's access and use of the Platform is subject to fulfilment of the payment obligations outlined in the Client Agreement. Unless stipulated otherwise in the Client Agreement, all fees payable to ProUnity are VAT excluded as well as excluded all other levies, which will be added separately at the prevailing rate. Other fees to third parties may apply for services necessary to access the Platform (e.g. to an internet service provider).

2. Clients, who will be verified as to whether they provide any service competing with ProUnity's, send an introduction request to ProUnity. A member of ProUnity's staff will then guide the Client through the registration process. Clients need to provide a valid address.

3. The signing of the Client Agreement will result in the creation of an account for the Client on the Platform. In principle all communication between the Client and ProUnity takes place via notices on the Platform or via e-mail to the e-mail addresses provided by the Client in his account.

4. Unless stipulated otherwise in the Client Agreement, the Client acknowledges that it is the Client's responsibility to ensure that all mandatory requirements resting on the

appointer in the context of the Work-for-Hire Agreement under Belgian or any other country's applicable labour law or any other applicable laws are fulfilled. ProUnity is not responsible and cannot be held liable for any issues regarding the Supplier's or User's performance of his obligations under the Work-for-Hire Agreement which stem from the non-fulfilment of the aforementioned mandatory requirements.

5. The Client acknowledges that a validated timesheet serves as unambiguous proof of services rendered by the Supplier or User and that a validated timesheet thus serves as the basis for invoicing the Supplier's or User's performances by ProUnity to the Client. The Client cannot protest any invoice issued by ProUnity on the basis of non-performance by the Supplier or User under the Work-for-Hire Agreement if this performance has been the subject of a timesheet validated by the Client. Any such dispute shall be dealt with between the Client and the Supplier or User directly.

6. The Client acknowledges that ProUnity has a right to take note of the contents of any Work-for-Hire Agreement and timesheet processed or kept through or on the Platform between the Client and a User or Supplier for the purposes of determining all amounts payable to ProUnity for access and use of the Platform by the Client, unless – where it concerns a Supplier – stipulated otherwise in the Supplier Agreement or if the Core Services and Complementary Services are provided without Supplier Agreement.

7. Unless expressly authorised by ProUnity, the Client will refrain from using the Platform for any commercial purpose which competes directly with the commercial interests of ProUnity or an Affiliated Organization.

8. The Client acknowledges his responsibility for the truthfulness, accuracy, completeness, authenticity and integrity of any document the Client sends, keeps, makes available or processes on or through the Platform. The Client acknowledges that although ProUnity has the right to take note of the contents of the Work-for-Hire Agreement, the timesheets and invoices sent, kept, made available or processed on or through the Platform between the Client and the Supplier or User unless stipulated otherwise in the Supplier Agreement or unless

the Core Services and Complementary Services are provided without Supplier Agreement, ProUnity does not verify nor guarantee the truthfulness, accuracy, completeness, authenticity or integrity of those documents, unless explicitly stipulated otherwise in the Client Agreement.

9. The Client will only access and use the Platform in good faith, for the normal purposes of the Platform and in compliance with the provisions of these Terms and Conditions and those of the Client Agreement. The Client shall refrain from accessing or using the Platform in any way that harms the commercial interests of ProUnity, Affiliated Organisations, Suppliers, Users or third parties, for instance by applying robots, crawlers or spiders used for scraping information from the Platform in order to offer competing services.

10. If the Client wishes to contract the User directly without the intervention of ProUnity, the Client shall pay ProUnity a compensation fee equal to the amounts that would be payable to ProUnity during 6 months on the basis of clause 5.1. In principle the same applies when the Client wishes to contract the Supplier directly, without the intervention of ProUnity unless stipulated otherwise in the Supplier Agreement or unless the Core Services and Complementary Services are provided without Supplier Agreement..

11. Without prejudice to clause 4.10, the Client shall refrain from enticing away, for the duration of this Agreement and up until one year after its termination within the territories of Belgium, the Netherlands and Luxembourg, any Supplier or User from ProUnity in order to provide a competing service or for the benefit of a third party offering a competing service.

12. In the event a Client's access to or use of the Platform can be considered (a) a violation of these Terms and Conditions or the intellectual property rights or any other right of a third party, the Supplier, the User or an Affiliated Organization (b) a threat to the security or integrity of the Platform or any services provided by ProUnity or Affiliated Organizations, (c) a danger to the Platform due to viruses, Trojan horses, spyware, malware or any other form of malicious code, or (d) in any way hateful, obscene, discriminating, racist, slanderous, spiteful, hurtful or in some other

way inappropriate or illegal, ProUnity reserves the right to suspend access to the Client's account immediately and without prior notice or intervention of a judicial body and without any form of compensation or claim.

Upon such suspension ProUnity will promptly notify the Client by e-mail, who will have five (5) calendar days to remedy the situation starting the day after sending the notification. If the remedy proves sufficient, adequate and timely, the suspension will be lifted promptly. If the remedy proves inadequate, insufficient or late or if the Client simply does not comply with the demand to rectify the situation, ProUnity will send a second notification the day after the last day of the first period of five (5) days. The Client will have two (2) days, starting the day after the second notification was sent, to provide adequate, sufficient and timely remedy. Should such remedy still be lacking after the second period, ProUnity reserves the right to cancel the Client Agreement, to remove the account altogether and this with immediate effect, without prior notice or intervention of a judicial body and without any form of compensation or other claim. All amounts already paid will not be refunded and any outstanding amounts will be payable immediately.

13. It is the Client's responsibility to assign access rights to the Client's account on the Platform to personnel the Client authorises to have such access, and this according to the access levels outlined by ProUnity on the Platform. The identity of those individuals will be communicated to ProUnity. The Client is not allowed to hand over any login credentials giving access to the Client's account to other Clients, Suppliers, Users or third parties, unless permitted explicitly and in writing by ProUnity. It is the Client's responsibility to keep these login credentials safe.

14. The Client will duly inform his personnel authorised to access and use the Platform of any and all relevant obligations contained in the Client Agreement, these Terms and Conditions and the Privacy Policy.

## 5 PAYMENT TERMS

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1. Unless stipulated otherwise in the Client Agreement, all fees payable to ProUnity are

billed on a monthly basis. All fees billed to the Client or Supplier in application of clause 3.5 are payable immediately and in full within thirty (30) calendar days after the invoice date without discount, set-off or withholding any sum for any reason, unless – for fees billed to the Client – explicit and written agreement between the Client and ProUnity to the contrary. In the event of late payment, the entire debt is due.

2. Should the Client request distinct services outside the normal scope of the Core Services and Complementary Services as determined in the Client Agreement, ProUnity has the right to invoice the charges for these services separately.

3. All fees payable are subject to indexation on the 31<sup>st</sup> of December. The applicable price index mechanism is based on the monthly published Agoria index ('Ai') for salary and social charges. The following formula will be used to calculate the new fees:  $Fees * (0,2 + 0,8 * Ai_c / Ai_0)$ ; with  $Ai_c$  being the Agoria index applicable in the month before prices are indexed and  $Ai_0$  being the Agoria index applicable during the month before the Client Agreement commences. Should the Agoria index for whatever reason not be available, the Client or Supplier in application of clause 3.5 and ProUnity will agree in good faith on a new method of indexation. ProUnity also retains the right to change her future prices if any price-determining factor is influenced significantly due to a cause beyond ProUnity's control, including but not limited to a change in price for the services provided by Affiliated Organizations. Any change in applicable fees will be communicated to the Client or Supplier one month before such a change takes effect.

4. Any invoice not paid by the Client or Supplier in application of clause 3.5 on the due date will *ipso jure* and without formal notice of default be increased by a flat rate indemnity equal to 10% of the net invoice amount (with a minimum of two hundred and fifty (250) EUR and under reservation of all rights), as well as with the legal interest rate applicable to late payment of commercial transactions and this from the due date until the date payment has been made. Such interest will accrue on a daily basis.

5. The Client or Supplier in application of clause 3.5 agrees that all invoices from

ProUnity are sent in electronic form via e-mail or via the Platform, or via regular mail unless, for the Client, explicitly stipulated otherwise in the Client Agreement.

6. Should the Client or Supplier dispute an invoice or the services described therein, the Client or Supplier will in any case be obliged to pay the undisputed part. The Client or Supplier will not be allowed to proceed to settlement or to suspend any of the Client's or Supplier's own commitments, unless ProUnity consents explicitly and unconditionally to such an arrangement. ProUnity must be informed of any dispute regarding the invoices sent by ProUnity by e-mail and registered letter at the latest ten calendar days after the invoice date.

7. In the event the Client or Supplier does not fulfil his obligations, ProUnity reserves the right to suspend the delivery of Core Services and Complementary Services to that Client or Supplier and to block access to the Supplier's or Client's account on the Platform temporarily or to remove the Client's or Supplier's account altogether and this without formal notice of default nor notification or compensation, subject to all rights.

## 6 WARRANTIES AND LIABILITY

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1. Since the Platform is essentially composed of software, the Supplier or User and the Client acknowledge that ProUnity cannot guarantee a flawless operation. ProUnity will therefore ensure the availability and operation of the Platform in accordance with Good Industry Practice.

2. ProUnity will ensure that all of her staff are properly trained and have the skills necessary to fulfil her best efforts obligations. ProUnity will also ensure that any unforeseen interruptions in service delivery of the Platform are communicated as soon as reasonably possible. ProUnity will put in place timely response procedures to handle such unforeseen interruptions.

3. ProUnity has the right to change the availability of the Platform at all times and for as long as ProUnity deems necessary for maintenance or update purposes or similar

purposes, without permission of Supplier, the User or the Client. Insofar as reasonably possible, such change in availability shall be communicated in advance via the Platform.

4. Insofar the operation of the Platform and the delivery of the Core Services and Complementary Services rely on the provision of services by third parties who are beyond the real and effective control of ProUnity, ProUnity cannot be held liable, resulting from a shortcoming in the services of this third party or a termination of the relation by this third party. 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. For all aspects of the Platform which are dependent on the services of an Affiliated Organization, ProUnity can only be held to those obligations, liabilities and warranties that ProUnity herself can invoke vis-à-vis these Affiliated Organizations for the provision of their services.

6. ProUnity shall ensure that all Core Services and Complementary Services provided on the Platform comply with the applicable laws and regulations insofar such compliance falls under her responsibilities under said laws and regulations as well as the provisions of these Terms and Conditions and the Client Agreement.

7. ProUnity warrants that all invoices issued by the User or Supplier to ProUnity and by ProUnity to the Client are stored for seven (7) years and that all requirements regarding their authenticity, availability, integrity and all other relevant requirements included in article 60 of the Code regarding VAT.

8. ProUnity does not verify, nor is responsible and cannot be held liable for any content uploaded by Suppliers, Users or Clients, unless expressly stipulated otherwise in writing in the Client Agreement. The Supplier, User or Client who uploads content to the Platform that proves damaging to others and results in a claim

brought against ProUnity, will defend, hold harmless and indemnify ProUnity in any ensuing legal proceedings.

9. ProUnity is not responsible and cannot be held liable for any errors in the operation of the Platform and the delivery of Core Services and Complementary Services, even if those errors result in damages, 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 and Conditions, the Supplier Agreement or the Client Agreement on the part of the Supplier, User or the Client.

10. Without prejudice to clause 6.7, ProUnity is not responsible for any obligations in labour, contract, tax or social security law applying in the relationship between Client and Supplier or User stemming from the conclusion of a Work-for-Hire Agreement. The Client and/or Supplier or User will defend, hold harmless and indemnify ProUnity for any claims originating from the violation of any such obligations. The Supplier, User and the Client will furthermore defend, hold harmless and indemnify ProUnity from all legal actions in principal, interests and costs, including costs of legal assistance, on matter for which the Supplier, User or Client must bear the costs themselves.

11. The Client acknowledges that ProUnity is not responsible and cannot be held liable for the quality of work delivered by the User to the Client in the framework of a Work-for-Hire Agreement, unless explicitly stipulated otherwise in the Client Agreement.

12. ProUnity, the Supplier or User and the Client must notify each other as soon as possible and at the latest within thirty (30) days after the occurrence of damages and must take all necessary steps to limit the impact of these damages. Belatedly communicated damages are not eligible for compensation.

13. ProUnity can only be held liable for fraud, serious fault or gross negligence in the execution of her commitments under these Terms and Conditions and the Client Agreement where it causes direct damages to the Client, Supplier or User, and this

- with respect to the Client to the maximum amount equal to the total of amounts paid by the Client for Core Services and Complementary Services



rendered during twelve (12) months preceding the discovery of the damages, and in any case limited to the insurance coverage available at the moment a settlement has been reached or the moment a judgement takes effect;

- with respect to the Supplier or User: to a maximum amount of twenty (20) EUR, unless stipulated otherwise in the Supplier Agreement.

14. 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 and damage from legal proceedings initiated by third parties against the Supplier, User or Client.

## 7 DURATION AND TERMINATION

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1. The agreement, as outlined by these Terms and Conditions, shall commence:

- for the Supplier from the moment he signs the Supplier Agreement, or if the Core Services and Complementary Services are provided without Supplier Agreement, from the moment of his registration;
- for the User from the moment he registers on the Platform;
- for the Client from the moment the Client Agreement takes effect.

2. The agreement, as outlined by these Terms and Conditions, is entered into:

- by the Supplier for an indefinite period, unless stipulated otherwise in the Supplier Agreement;
- by the User for an indefinite period;
- by the Client for an indefinite period, unless stipulated otherwise in the Client Agreement.

3. Insofar this agreement, as outlined by these Terms and Conditions, has been entered into for an indefinite period, it may be terminated:

- by ProUnity vis-à-vis the Supplier at any time without notice, unless stipulated otherwise in the Supplier

Agreement. If the Supplier is a party to an on-going Work-for-Hire Agreement concluded via the Platform, he will have ten (10) days to download all his documents from the Platform, notwithstanding clause 6.7.

- by ProUnity vis-à-vis the User at any time without notice. If the User is a party to an on-going Work-for-Hire Agreement concluded via the Platform, he will have ten (10) days to download all his documents from the Platform, notwithstanding clause 6.7.
- by ProUnity vis-à-vis the Client at any time via a written notice sent by registered mail taking into account a term of notice of three (3) months, unless stipulated otherwise in the Client Agreement.
- unless stipulated otherwise in the Supplier Agreement, by the Supplier or User at any time by simply deleting his account, with respect to all outstanding Work-for-Hire Agreements until such Work-for-Hire Agreements expire or are completed or terminated in accordance with their terms, including any notice requirements provided therein.
- By the Client at any time via a written notice sent by registered mail taking into account a term of notice of three (3) months, unless stipulated otherwise in the Client Agreement.

4. Should either ProUnity or the Client be declared bankrupt, or should either of them file for bankruptcy, or otherwise have lost the free control of his/her assets, is apparently insolvent or appears in a state of cessation of payments, the execution of this agreement and related commitments have become impossible and/or the trust between them has been broken irreparably, the other party shall have the right, upon written notice given by registered mail, to immediately suspend and/or terminate this agreement without indemnity, unless explicitly stipulated otherwise in the Client Agreement. This clause does not apply when the agreement, as outlined by these Terms and Conditions, is concluded between ProUnity and a Supplier or User.

5. Upon termination of this agreement as outlined in clause 7.3, the parties shall cease to

use each other's intellectual property and shall return or destroy all confidential information of the other, without prejudice to clause 6.7. All outstanding invoices will be payable immediately and the Supplier, User and/or Client shall compensate ProUnity for all services rendered against payment.

## **8 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 and other elements received from the User or the Client. ProUnity grants the, Supplier, User and the Client, where the Supplier, User or Client makes use of the intellectual property of ProUnity for access to and use of the Platform, a non-exclusive, non-transferable and non-sublicensable right of use for an indefinite period only, unless – with respect to the Client – an expressly specified period is determined in writing in the Client Agreement. Such right of use will be consistent with the normal use of the intellectual property of ProUnity within the activities of the Supplier, User and Client as interpreted in light of these Terms and Conditions and the Client Agreement. Unless expressly stipulated otherwise, ProUnity will not transfer any Intellectual Property Rights to the Client.

2. Having regard to the provisions of the preceding paragraph, the Supplier, User or Client 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.

3. Each use by the Supplier, User or Client of any material protected by Intellectual Property Rights or other rights of third parties, happens on the full and sole responsibility of that Supplier, User or Client, who indemnifies – accordance with clause 6.9 – ProUnity against any possible legal action of third parties with regard to violation of their rights. The Supplier, User and Client acknowledge and accept that ProUnity exercises no power of control nor any

advisory powers with regard to any rights held by third parties.

4. By uploading any content encumbered with Intellectual Property Rights held by a Supplier, a User or a Client, that Supplier, User or Client grants ProUnity a non-exclusive, non-transferable, worldwide and non-sublicensable right of use for an indefinite period with regard to that content insofar ProUnity makes use of this content in the framework of delivering Core Services and Complementary Services.

5. ProUnity is allowed to make public the fact that the Client is a client unless provided to the contrary in the Client Agreement, and to this end may use the Client's company name and logo where applicable.

## **9 CONFIDENTIALITY**

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1. In principle, all content uploaded by a User or Client shall be treated as non-confidential unless explicitly marked as confidential by the User or Client who uploaded the information. However, all content uploaded by the Supplier with regard to its experts, shall be treated as confidential unless marked as non-confidential by the Supplier, e.g. by making the content publicly available on the Platform. Only the specific Supplier, User and Client to whom information such as specific Work-for-Hire Agreements, timesheets and invoices pertains, shall be privy to that information notwithstanding the right of ProUnity to take note of this information, unless stipulated otherwise in the Client Agreement or Supplier Agreement or if the Core Services and Complementary Services are provided without Supplier Agreement..

2. Information which by its very nature cannot reasonably be considered confidential such as the public part of the Supplier Profile, the User Profile as well as ratings issued by the Client scoring performances of a Supplier or User in the framework of a Work-for-Hire Agreement, cannot be marked confidential by that Supplier, User or Client. On the contrary, certain information which by its very nature should be considered as confidential, such as login credentials giving access to the Platform, Client-specific business processes, trade secrets etc., shall be treated as confidential.

3. If and when a governmental or judicial authority who is competent requires confidential information, then Parties will first confer with one another 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.

## **10 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 and Conditions. You may find the Privacy Policy here: <http://www.pro-unity.com/about/legal/privacy/>.

2. All provisions governing the right to privacy and data protection with respect to personal data of the Supplier are outlined in the Supplier Agreement.

## **11 MISCELLANEOUS**

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1. Without prejudice to the provisions of sections 8 and 9, ProUnity will be entitled to rely at her own discretion on subcontractors for the fulfilment of her obligations under this agreement, as outlined by these Terms and Conditions. This agreement cannot be construed as being of a strictly personal nature with respect to ProUnity. All rights and obligations with respect to ProUnity in the framework of this agreement can be transferred in whole or in part to a third party without the Supplier's, User's or Client's consent.

2. ProUnity reserves the right to modify these Terms and Conditions at all times. Any such modification shall be made public on the Platform. Any modification shall resort effect the month after the month in which the modification was made.

If a Supplier or User does not agree with the modification, he may terminate this agreement in accordance with clause 7.3.

If a Client does not agree with the modification, he may let his objections be known to ProUnity

via written notice by registered mail. ProUnity will respond to such notice as soon as possible. If no agreement regarding the modifications can be found, the agreement as outlined by these Terms and Conditions shall be terminated in accordance with clause 7.3.

3. These Terms and Conditions by no means entail a curtailment of any rights of ProUnity under statutory law.

4. Apart from the Client Agreement and the Supplier Agreement, these Terms and Conditions are the only agreement between the parties with regard to access to and use of the Platform and the delivery of Core Services and Complementary Services, and they supersede any other related requests, verbal or in writing, to submit an offer, offers, proposal, proposition, guarantee, warrant, agreement, communication or commitment. The Client declares that he has not concluded this agreement based on a communication, presentation, commitment, warrant or guarantee which has not been expressly stated in this agreement or the Client Agreement.

5. Should any conflict arise between the provisions of these Terms and Conditions on the one hand and a Client Agreement, Supplier Agreement, the Terms and Conditions of a User or those of the Client on the other, the provisions of the former take precedence unless expressly stipulated otherwise in writing and agreed to by ProUnity. These Terms and Conditions also apply in favour of any Affiliated Organization.

6. If any provision of these Terms and Conditions is deemed by a judicial body to be illegal or invalid, the effects of such estimation shall be limited to that provision only and shall leave unhampered all other provisions of these Terms and Conditions.

7. These Terms and Conditions are governed by Belgian law. The parties hereby undertake to apply the CEPANI mediation rules to all disputes arising out of or in relation to these Terms and Conditions. Should the mediation fail, each party has the right to submit the dispute to the courts in Brussels. ProUnity always has the right to start legal proceedings before the courts in Brussels for due invoices.

8. English shall be the main language for all commitments stemming from these Terms and

Conditions regarding access to and use of the Platform. However, certain aspects of the Platform and/or Core Services and Complementary Services may be in a different language.