

User Terms and Conditions of Yobbers B.V.

Effective date: 13 april 2021

Article 1 - Definitions

In these User Terms and Conditions (" **UT&C's**"), words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires, and the following definitions are used:

1. **Account**: the User's personal account, created on the Website, enabling the User to make use of the Services;
2. **Employer** : the legal entity that purchases recruitment and other services (such as advertising online space for vacancies from Yobbers B.V.);
3. **Services** : the services consisting of i) offering and maintaining an online job search platform via the Website, and ii) providing the User access to the database with vacancies from the Employers, for the purposes of seeking employment;
4. **User** : the natural person who accesses or uses the Website or uses the Services;
5. **User Content**: all information made accessible by the User via the Website, including but not limited to education, job experience, and other relevant information for the purposes of seeking employment;
6. **UT&C's** : these user terms and conditions of Yobbers B.V.;
7. **Website** : the website of Yobbers B.V. available at <https://www.yobbers.com> and all underlying pages.
8. **Yobbers B.V.**: the private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid), incorporated under the laws of the Netherlands, having its corporate seat (statutaire zetel) in the municipality of Leeuwarden, the Netherlands, with its registered office at (8911 AJ) Leeuwarden at Zuiderplein 4, the Netherlands, registered with the Trade Register of the Dutch Chamber of Commerce under number 68479441.,

Article 2 - General

1. The UT&C's apply to the access and the use of the Website by the User and the provision of the Services by Yobbers B.V. to the User.
2. By accessing or using the Website, creating an Account or using any of the Services the User acknowledges that he has read, understood and agrees to be bound by the UT&C's.
3. All offers, including quotations, made by Yobbers B.V. are non-binding unless explicitly stated otherwise.
4. Any deviations from the UT&C's proposed by the User shall only be valid if they have been explicitly agreed upon in writing between Yobbers B.V. and the User.
5. If and insofar as any provision of the UT&C's is declared null and void, the other provisions of the UT&C's shall remain in full force and effect. Yobbers B.V. will then adopt a new provision to replace the void/nullified provision, whereby the purport of the void/nullified provision will be maintained as much as possible.
6. Any deviations from these UT&C's applied or tolerated at any time by Yobbers B.V. for the benefit of the User shall only apply for that specific case and shall never entitle the User to invoke such deviation at a later time in respect of another case, or to claim the application of such deviation as permanent.
7. If any stipulation of the UT&C's is or becomes null and void, the remaining stipulations of the UT&C's shall remain in full force and Yobbers B.V. and the User shall enter into consultations in order to come to an agreement about new stipulations to replace the void and/or nullified stipulations.

Article 3 - Access to the Services

1. Under the conditions set out in these UT&C's, Yobbers B.V. gives the User a limited, personal, revocable, non-exclusive and non-transferable (including by means of a sublicense) right to access and use the Website and use the Services. The User is entitled to access and use the Website and use the Services for personal, non-commercial purposes only and within the purpose of the Website.
2. The manner in which, and the conditions under which, the Services should actually be used shall be shown to the User on the Website.

3. In order to make use of the Services, the User must create an Account in the manner as described on the Website. The User guarantees to Yobbers B.V. that the User Content he provides is at all times personal, complete, up-to-date and correct. The User is responsible for the correctness and completeness of the User Content provided, as well as for the adaptation and/or supplementation of the User Content.
4. Yobbers B.V. shall at all times be entitled to modify, adapt and/or terminate the Services, without obligation to pay damages to the User, unless Yobbers B.V. is statutory obliged to pay any compensation.

Article 4 - Account

1. When creating the Account, the User must provide log-in details, which can thereafter be used to gain access to the Account.
2. The User is obliged to keep his login details secret. The User is not permitted to provide his login details to any third party or to grant such third-party access to his Account in any way whatsoever. The User is responsible for all use of the Services by means of the login details. Yobbers B.V. may always assume that the User is actually the one who makes use of his login details.
3. The User shall immediately inform Yobbers B.V. of any unlawful use of his Account, without prejudice to his own obligation to immediately take effective measures himself, such as changing his login details. The User shall do so by sending an email to info@yobbers.com.
4. Yobbers B.V. reserves the right, in case of misuse of the Website or an Account or non-compliance with these UT&C's, to restrict, suspend or deny the User access to the Services, to block or remove the User's Account temporarily or permanently, to remove the User Content from the Website, or to take other measures as it deems necessary or appropriate, without being obliged to pay any compensation to the User. Whether a situation as described above exists is at the sole discretion of Yobbers B.V.
5. Yobbers B.V. shall not be liable for any damages resulting from unauthorised access to or use of the Website and/or Services by third parties.
6. By making User Content available via the Website, the User automatically grants Yobbers B.V. permission to place the User Content on the Website or to use this in any other way for the provision of the Services.
7. The User acknowledges and agrees that his User Content may be used by the Employers within the context of selecting and finding job seekers.
8. The User is at least 16 years old when creating the Account or confirms to have obtained parental or guardian consent to create an Account.

Article 5 - Indemnities, guarantee and exclusion of liability

1. The Services offered by Yobbers B.V. are provided "as is" and "as available".
2. Yobbers B.V. expressly does not provide any guarantee:
 - a. for the suitability of the Services for the purposes of the User;
 - b. the accuracy of the data provided by any third parties, including the Users and the Employers;
 - c. that the Services meet the User's expectations;
 - d. that the Services will be available at all times, without interruptions, in a timely, safe, error-free, accurate, reliable manner and free of viruses or malware.
3. The User acknowledges and accepts that Yobbers B.V. has no knowledge of and/or interference in connection with the User Content and other information made available by the Users via the Website.
4. Yobbers B.V. expressly has no control over the hiring of personnel by an Employer and does, therefore, not guarantee that the use of the Services by the User will lead to the offer of an (employment) agreement by an Employer. Yobbers B.V. is explicitly not a party to any agreement that may be entered into between the User and the Employer, nor to the negotiation or conclusion thereof.
5. Except in the event of gross negligence or wilful misconduct on the part of Yobbers B.V., Yobbers B.V. shall not be liable for any indirect and/or consequential damages, such as, but not limited to, loss of income.

6. In any case, Yobbers B.V. shall not be liable for any damages of the User in case of force majeure, as referred to in article 6:75 of the Dutch Civil Code (" **Force Majeure**"). An event of Force Majeure shall include, but shall not be limited to:
 - a. strike, labour dispute, shortage of (man)power, fuel or electricity;
 - b. disruptions and accidents in (data) traffic;
 - c. government measures and embargos;
 - d. riots, war and social unrest;
 - e. extreme weather conditions;
 - f. fire, flooding and natural disaster; and/or
 - g. disruptions in internet connection or (telecommunications) networks and hardware malfunctions or disruption in access to the Website or the Account;
 - h. Viruses, epidemics and pandemics (such as, but not limited to, COVID-19).

Article 6 - Prohibitions

1. The User is not permitted to create multiple User Accounts and/or to post any User Content which:
 - a. deliberately contains incorrect information and/or is misleading;
 - b. consists of the assumption of a false identity;
 - c. contains advertising messages;
 - d. uses or collects data from other Users in order to use this data for other purposes than provided for in these UTC or to approach the Users other than via the Website.
 - e. refers to profiles that are not listed on the Website;
 - f. uses tools other than those approved by Yobbers B.V., to search the Website or that uses data mining, robots or other means to collect data;
 - g. contains viruses, Trojan horses, worms, bots or other software that may hinder access to the Website and/or may damage the Website and/or the computer systems of Yobbers B.V. in any way;
 - h. is in violation of the applicable laws or regulations or is otherwise unlawful or incompatible with public order or morality or in any other way inappropriate or undesirable;
 - i. may harm the interests and good name of Yobbers B.V.

Article 7 - Intellectual property rights

1. All intellectual property rights, such as, but not limited copyright, trademarks, database rights and/or any other intellectual property rights, relating to the Website and the Services, including presented and non-presented content, except for the User Content, shall be owned by Yobbers B.V.
2. The User provides Yobbers B.V. with a free, irrevocable and transferable right with regard to the User Content placed by him on the Website, to publish and reproduce this User Content insofar as this is required within the framework of offering the Services.

Article 8 - Privacy

1. The User shall provide (personal) data to Yobbers B.V. before using the Services. This data will be stored and processed in accordance with the Privacy Statement of Yobbers B.V. The Privacy Statement is available at <https://www.yobbers.com>.

Article 9 - Miscellaneous

1. These UT&C's are governed exclusively by Dutch law.
2. All disputes arising between the User and Yobbers B.V. shall in the first instance be submitted to the competent court in the district of Noord-Nederland, the Netherlands unless mandatory law stipulates otherwise.

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