

# General Terms and Conditions BLACKBEAR®

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## Article 1 Definitions

In these general terms and conditions of use, the following definitions apply:

- 1.1 **General Terms and Conditions of Use:** The following provisions that apply to the agreement between users and BLACKBEAR®.
- 1.2 **BLACKBEAR®:** BLACKBEAR® B.V., with its registered office in Amsterdam, registered in the trade register of the Chamber of Commerce under number 72489669
- 1.3 **User:** the person who enters into an agreement with BLACKBEAR® by registering on the BLACKBEAR® platform in order to be able to use the services offered by BLACKBEAR®.
- 1.4 **Platform:** The digital environment of BLACKBEAR®, which is used by users (young talent and companies) for discovering, developing and connecting talent by solving business challenges, aimed at talent identification and solving business issues.
- 1.5 **Personal account:** The personal part shielded on the platform for the benefit of the user.
- 1.6 **Agreement:** A written agreement between BLACKBEAR® and the user, aimed at the provision of services by BLACKBEAR® on behalf of the user.
- 1.7 **Companies:** Affiliated companies and / or organizations that can place business issues (challenges) within on the platform and have the opportunity to contact users who match the profiles that are suitable for them.
- 1.8 **Data:** All profiles, personal data, texts, information, images, video and audio material, online tests, cases, links, etc., placed on the BLACKBEAR® website and platform, in the broadest sense of the word, regardless of who placed them.

## Article 2 Application of terms and conditions

- 2.1 These terms and conditions apply to every use and / or access of both the website and the (personal) platform of BLACKBEAR®.
- 2.2 By making use of the services of the platform and / or the website of BLACKBEAR®, in any way whatsoever, the user accepts to be bound by the general terms and conditions.
- 2.3 These terms and conditions can be adjusted by BLACKBEAR® at any time. In that case, the user will be informed of the changed terms and conditions via the BLACKBEAR® platform or by e-mail. If the user continues to use the platform after the terms and conditions have been adjusted, the user is deemed to have accepted the new terms and conditions.
- 2.4 The applicable general terms and conditions of use can be viewed at all times on the BLACKBEAR® platform.

## Article 3 BLACKBEAR®

The BLACKBEAR® website is a digital platform that a user can use and within upon which the user can profile himself, purchase services from BLACKBEAR® and contact other users and / or companies. In this way young talents can discover their profile, develop themselves on the basis of various tools and content, such as business challenges, and can come into contact with companies and / or other users.

## Article 4 Privacy

For the registration and processing of the personal data provided by the user, reference is made to the privacy policy as published on the website. The privacy policy is an integral part of the general terms and conditions. The BLACKBEAR® services comply with the legislation on the protection of personal data, including at least the General Data Protection Regulation (AVG).

## Article 5 Online platform

- 5.1 The personal environment within BLACKBEAR® belongs to the private part of the website. Within the BLACKBEAR® account, young talents can develop themselves through, among other things, solving business challenges, participating in events and posting content in the different groups. Users are never obliged to accept orders and the like, nor is BLACKBEAR® obliged to offer this.
- 5.2 Without prejudice to the foregoing, BLACKBEAR® assumes that the user makes an effort to participate in organized activities within the platform. In addition, BLACKBEAR® assumes that

young talents wish to be kept informed of activities organized from BLACKBEAR® and the offers of affiliated companies.

## **Article 6 Business Challenges**

- 6.1 In addition to the aforementioned services, BLACKBEAR® offers business challenges. These are real-life business issues, which are drawn up and placed on behalf of companies. These business challenges are solved and / or carried out by the young talents. With each challenge it is stated how many young talents can still reserve a place to submit a solution. When the maximum number of solutions is reached, the case closes automatically.
- 6.2 A company pays an amount to be determined for the aforementioned service, which is determined by BLACKBEAR® in line with the market. An amount depends on the urgency, complexity and impact. BLACKBEAR® uses three different levels to determine the price, namely Level I, Level II and Level III, which is determined in consultation with the company. A fixed number of credits is linked to each level.
- 6.3 At the start of the assignment, the financial agreements are discussed and recorded, as far as can be overseen at that time.
- 6.4 Declarations to companies must be paid in time, i.e. within 14 days of submission. If the company does not pay the invoice (on time) or does not fully comply with it, BLACKBEAR® reserves the right to not put the challenges online.
- 6.5 BLACKBEAR® has the right to change the hourly rate applied by it and the fees charged by it, naturally in consultation with the company.
- 6.6 To solve the business challenges, a reward system is used for the young talents. The amount of the financial rewards to be paid is variable. The financial reward is linked to the aforementioned different levels and the star ratings to be received, which are given by the companies. The amounts to be paid are known in advance and are displayed with each challenge. In this way young talents can earn money by solving business issues. It should be noted that if a young talent achieves zero stars, there will be no reimbursement since there is a certain obligation to perform.
- 6.7 The reward that is paid to the young talents must be seen as a payment that relinquishes the solution offered by young talents. By using the BLACKBEAR® platform, the young talent agrees with the aforementioned. If the company wants to apply the solution within its business operations, this is its good right and the young talent can no longer derive any rights from this solution. In other words, by submitting the solution, the young talent agrees that his / her solution may be used without his / her consent. This also applies if the young talent does not claim compensation.
- 6.8 The financial rewards are added to the account balance of the young talents when the solution offered is assessed by the company. The company has 5 working days for this. From the account balance of the young talents, they can get paid at any time, whereby BLACKBEAR starts the transaction.
- 6.9 For the purposes of payment, BLACKBEAR® requires the following information in any case, namely full first and last names, date of birth, IBAN number, name of bank, account number and address. If the young talent wants to be paid, they must complete the aforementioned details. The young talents themselves are fully responsible for providing the correct information. The incorrect and / or incomplete transmission of his / her data cannot be blamed on BLACKBEAR®. BLACKBEAR® is not liable for this at all.
- 6.10 A company can place the challenge the first time in consultation with BLACKBEAR®. After that, the company is also entitled to independently place challenges. If a company wants to place a challenge independently, it is necessary to have sufficient credits in its account. If a company has insufficient credits on its account, it is not possible to place a challenge. A company is responsible for managing its credits.
- 6.11 The young talents have an obligation of effort, in the sense that they are obliged to solve the challenge to the best of their conscience. This is to guarantee the quality. If the quality is insufficient, i.e. a 0 rating, BLACKBEAR® is entitled to reopen the challenge and / or not pay a financial reward to the young talent(s).
- 6.12 Delivering high quality is a key point of BLACKBEAR®. To guarantee this, BLACKBEAR® is entitled to check the solutions to the challenges at all times.
- 6.13 When checking the solution, a company is obliged to do this on the basis of an assessment form integrated into the platform, which automatically assigns a star rating to the solution(s) offered.
- 6.14 In accordance with its legal obligation, BLACKBEAR® communicates the amounts paid out per young talent to the Tax Authorities via its data portal no later than the 1st of February of the following year. The data, as referred to in Article 6.9, is used to pass on the information to the Tax Authorities. This information is used by the Tax Authorities to assess the income tax return.

- 6.15 Young talents, following the aforementioned article, are held fully responsible for correctly and completely giving up the income received. The proceeds received by making challenges should be stated when making a tax return as income from other work. Any liability with regard to BLACKBEAR® is excluded.

#### Article 7 Age limitation users

The personal BLACKBEAR® platform is not intended for people under the age of 16, unless permission is granted by the legal representatives. When the user registers himself / herself, the user thereby declares that he is 16 years or older and has received permission from his / her legal representatives.

#### Article 8 User rights

- 8.1 Any use of the website and / or the platform, the data placed thereon and / or the data provided by the BLACKBEAR® website and / or platform is at the user's own expense and risk.
- 8.2 The user shall act and behave in such a way as may be expected of a careful and responsible internet user.
- 8.3 The user is obliged to comply with all applicable (privacy) laws and regulations as well as the present general terms and conditions of use and the other conditions set by BLACKBEAR®.

#### Article 9 Unlawful use of the website

- 9.1 The user is not permitted to use the website and / or platform and the data placed thereon for any other purpose than described in these general terms and conditions. This means, among other things, that the user must adhere to the following provisions.
- 9.2 It is forbidden for users to use the BLACKBEAR® website and / or platform for posting commercial messages and / or messages aimed at reaching large groups of people.
- 9.3 In addition, the user is not permitted to edit, reproduce, distribute, collect or publish the website and / or platform, the data placed thereon and / or the data provided by the website and / or platform, unless information on / or functionality of the website shows that this is permitted.
- 9.4 Furthermore, the user is not permitted to disrupt (the use of) the website and / or platform, or to use the website and / or platform for:
  - 9.4.1 placing, reproducing, distributing or disclosing data and information in any way whatsoever to which it is not authorized, against which third parties may object, or which violates any (intellectual property) right;
  - 9.4.2 placing, reproducing, distributing or disclosing data and information in any way whatsoever, the content of which can be deemed to be in violation of good morals at the discretion of BLACKBEAR®;
  - 9.4.3 placing, reproducing, distributing in any way or disclosing data and information that are not based on truth, at the discretion of BLACKBEAR®;
  - 9.4.4 illegal matters and/or purposes.
- 9.5 Finally, the user is not permitted to obstruct other users of the website and / or platform from using the website and / or platform, or to (the website and / or platform of) BLACKBEAR®, its users and / or harm third parties. This is understood to include:
  - 9.5.1. violating the safety or security of (the website and / or platform of) BLACKBEAR®, or attempting to do so, in the broadest sense of the word;
  - 9.5.2. changing, deleting or rendering unusable data placed on the website and / or platform, in the broadest sense of the word;
  - 9.5.3. gaining access to which the user is not authorized;
  - 9.5.4. logging into an account for which the user is not authorized;
  - 9.5.5. copying or in any way adjusting or changing the data provided by BLACKBEAR® for the website and / or platform.

#### Article 10 Liability

- 10.1 BLACKBEAR® has realized the website and the platform with the greatest possible care. BLACKBEAR® is not obliged to check the accuracy thereof prior to placing data.
- 10.2 With regard to data originating from BLACKBEAR® itself, it applies that it comes from sources that can be considered reliable, but that BLACKBEAR® cannot guarantee the accuracy and

completeness of this data. In addition, the data can be changed or deleted at any time without further notice.

- 10.3 BLACKBEAR® can never be held liable for the accuracy and / or completeness of (the content of) the website and / or the platform and the data placed thereon and / or data provided on the website and / or platform.
- 10.5 To be able to use a BLACKBEAR® account, the user must set up his own e-mail address and a password of his own choosing. BLACKBEAR® sets certain security requirements for this password in order to guarantee the security of users' accounts. The user is responsible for the safe storage of his own login details at all times.
- 10.6 BLACKBEAR® does not accept any liability for damage, costs, consequences and claims (including any claims from third parties and all related damage, costs and consequences) that directly or indirectly arise from the use of the website and / or platform and / or the data received or published by or via the website and / or platform, unless there is intent or deliberate recklessness.

#### **Article 11 Access website and platform, failures and interruptions**

- 11.1 BLACKBEAR® cannot guarantee that the website and the platform will be accessible at all times and without interruptions and / or malfunctions and is therefore not liable for any (indirect) damage to be suffered as a result of technical shortcomings, interruptions and / or malfunctions in access to the website and the platform.
- 11.2 BLACKBEAR® will attempt to remedy any technical shortcomings, interruptions and / or malfunctions as quickly as possible.
- 11.3 If an interruption and / or malfunction is caused by attributable actions of a user or third party / parties, all damage and / or consequences suffered as a result will be for the account and risk of the user and / or third party / parties. The damage will in this case be recovered from the aforementioned person and / or persons people.
- 11.4 BLACKBEAR® is entitled (temporarily or otherwise) to disable (the use of) the website and / or platform, to limit it and / or to terminate it without being liable in any way for the resulting damage.

#### **Article 12 Virus protection**

BLACKBEAR® is not liable for any damage caused by possible viruses, worms, bots, Trojan horses, etc. if, despite the precautions taken by BLACKBEAR®, on the website and / or platform and / or in the electronic means of communication used by it (such as prevent newsletters and information bulletins). BLACKBEAR® is also not liable if the website and / or platform is hacked or cracked, in the broadest sense of the word, as a result of which for example the website and / or platform is (temporarily) not accessible, or the personal part of the platform of the user comes into the hands of third parties and / or is changed by third parties.

#### **Article 13 Contacts and third parties**

- 13.1 BLACKBEAR® tries to put companies in contact with users through its website and / or platform. BLACKBEAR® cannot guarantee that these companies are authorized to conclude an agreement and / or enter into legal relationships. If and insofar as contact is established using the website and / or services of BLACKBEAR® and this contact leads to any agreement and / or legal relationship between the user and (one or more) third party / parties / client (s), BLACKBEAR® is never involved as a party.
- 13.2 BLACKBEAR® can in no way be held liable for any damage, costs and consequences arising from contacts between users and companies, and the agreements made between them and / or agreements and / or legal relationships entered into. Not even when these contacts were established on the basis of actions performed by BLACKBEAR®. In addition, BLACKBEAR® can never be held liable for the acts and / or omissions of its users and / or companies and / or third parties associated with it.

#### **Article 14 Use (other) users**

- 14.1 BLACKBEAR® makes every reasonable effort to protect the website and / or platform against unauthorized use and abuse. BLACKBEAR® cannot, however, guarantee that third parties (including its users) will not unlawfully use and / or misuse the website and / or platform (and the data placed thereon) and is not liable in this regard.

- 14.2 In addition, BLACKBEAR® is in no way liable for the non-compliance, incomplete or incorrect compliance of the present general conditions of use by its users, other conditions set by BLACKBEAR® and / or the applicable laws and regulations (including privacy legislation).

#### **Article 15 Intellectual property right**

- 15.1 The intellectual property rights to content from the website and the entire platform belong to BLACKBEAR® and its business partners.
- 15.2 It is not permitted to copy the website and / or platform or parts of the website and / or platform without the express of a prior written permission of BLACKBEAR® or its business partners (to have it reproduced), to distribute it or to have it made public, on which in any manner and in whatever form.

#### **Article 16 Complying with general terms and conditions of use and legislation and regulations**

In the event that the user fails to comply with and / or complies with his obligations under these general user conditions, or with the applicable laws and regulations and / or other conditions set by BLACKBEAR®, he is fully liable for all resulting damage, costs, consequences and claims (including any claims from other users and all associated damage, costs and consequences), in the broadest sense of the word. The user is then obliged to compensate BLACKBEAR® for the damage he has made.

#### **Article 17 Disputes and applicable law**

- 17.1 If there is uncertainty about the interpretation of one or more provisions of **in** these general terms and conditions, then the interpretation of that provision(s) must take place "in the spirit" of these general terms and conditions.
- 17.2 The Dutch law applies to the agreement established with the user. Any disputes relating to this agreement or arising from this agreement will in the first instance be settled exclusively by the competent court in the district of Amsterdam.