

Article 1 - Definitions

- **kickjobs**
Kickjobs B.V., located in Deventer at Hanzeweg 5 (7418 AW), registered in the Trade Register of the Chamber of Commerce under number 88686728;
- **Contractor**
The person who has registered on the Platform and responds to assignments posted on it;
- **Client**
Companies/organizations that place orders on the Platform and can get in touch with Contractors they deem suitable for these orders;
- **Assignment(s).**
The order that the Client posts on the Platform to which the Contractor can respond;
- **User**
Collective term for the Contractor and the Client using the Platform;
- **Platform**
Kickjobs' protected online environment, where Contractors and Clients can connect with each other;
- **Assignment Agreement**
The written assignment agreement between the Contractor and the Client;
- **Reimbursement**
The client is required to pay kickjobs either a percentage over the total assignment value (this is paid in one go) or a percentage from the hourly rate x amount of hours worked by the contractor and/ or a nominal fee (predefined).
- **Assignment Value**
The Contractor earns compensation for completing an assignment based on either a fixed amount or an hourly rate multiplied by the number of hours worked.
- **Account**
The personal page, as a protected area on the User's Platform;
- **Data**
The personal data and any other personal information, information about kickjobs and other texts, images, audio materials, links and further information on the Website and on kickjobs's Platform regardless of by whom posted.

Article 2 - Scope.

1. These Terms of Use apply to the services of kickjobs B.V. and apply to all assignments and all legal acts resulting from the use of the Platform and the services of kickjobs B.V. These Terms of Use have been filed with the Chamber of Commerce in Apeldoorn.
2. Unless otherwise agreed in writing, kickjobs does not agree to general and/or terms of use of the User, these are expressly rejected.
3. Agreements deviating from these Terms of Use shall apply only if kickjobs confirms in writing.
4. These Terms of Use, after first agreement by the User, supersede previous versions, which apply and/or were applicable to previously concluded agreements. Agreements deviating from this rule shall apply only if kickjobs confirms this in writing.
5. The Client owes kickjobs an immediately payable fee if the Client has the Contractor work directly for him . The fee is equal to 20% of the Assignment Value or hourly rate x number of hours worked for the duration of the project. The capacity in which the Contracted Party performs the work for the Client (employee, made available by third parties, self-employed person) is not relevant to the application of this provision. Nor is it relevant whether the work was continued after the Client could no longer use the platform due to a decision by kickjobs.

Article 3 - Facilities of kickjobs

1. Kickjobs provides the following:
 - a. A way for Users to connect with each other and Contractors to (further) develop themselves;
 - b. A Platform on which an Assignment can be placed by the Client;
 - c. A Platform where the Contractor can register and respond to Assignments;
 - d. Provides for an assignment agreement between the Client and the Contractor;
 - e. Rating Contractors and Clients by giving stars (five is the maximum number);
 - f. Invoicing to the Client on behalf of the Contractor;
 - g. Payment to the Contractor.

Article 4 - Kickjobs Platform and Services.

1. On the Platform, the Client can create and offer an Assignment and the Contractor can respond to it. The Contractor can (continue to) develop through these Assignments. However, there is no obligation in this context: neither from the User to accept the Assignment, nor from kickjobs to offer the Assignment.
2. Kickjobs provides a model assignment agreement (based on one approved by the Tax Authorities) for the Contractor. It is possible that the Client and the Contractor may make further arrangements about the details of the Assignment, and wish to record these arrangements in the assignment agreement. However, Kickjobs does not recommend deviating from the articles in the Assignment Agreement. Despite providing a model assignment agreement, kickjobs can never be held liable for the consequences of using this model assignment agreement. Client and Contractor shall indemnify kickjobs in this regard.
3. Upon onboarding/registration on the Platform, the Contractor declares whether or not he has a Chamber of Commerce and/or VAT registration and is obliged to pass it on to kickjobs at the first opportunity if this is the case.
4. The client is responsible for paying kickjobs a Fee for the fulfillment of an assignment. The fee is calculated as x% of the assignment value and/or a nominal amount per assignment. Before initiating the assignment, the client can view how much this fee totals to on the platform. This payment is asked to be made in advance via iDEAL or credit card. In the case of Enterprise Clients, payment by Invoice can be arranged upon consultation.
5. VAT is calculated solely on the Fee, excluding the Assignment Value, in cases where the Contractor lacks a Chamber of Commerce and/or VAT number or does not fall under the Small Business Act. Conversely, if the Contractor possesses a Chamber of Commerce and/or VAT number and is not exempted under the Small Business Act, VAT will be levied on both the Fee and the Assignment Value.
6. Kickjobs has the right to change the Fee.
7. In relation to the Assignment, the Client specifies a predetermined Assignment Value to the Contractor before the commencement of work. This value will be communicated along with the Assignment details. Upon completion of the Assignment or approval of the weekly worked hours, kickjobs will facilitate the transfer of the Assignment Value to the Contractor's account. Only in the event of a 0 or 1-star rating (implying "no show" or very substandard quality) of the Assignment will the Contractor not be paid, unless the Contractor can successfully defend against this.
8. Both the Client and the Contractor are required to leave a review on the Platform regarding the Assignment after the completion of the Assignment.
9. The Assignment Value will not be paid to the Contractor by kickjobs until the Contractor and Client have left a review on the Platform. In the absence of a review by the Client, the Assignment Value will be made to the Contractor automatically after 10 days after completion of the Assignment.
10. The Contractor is responsible for providing the data requested by kickjobs for payment in a timely manner. Kickjobs is not liable for the consequences of the Contractor's transmission of incorrect and/or incomplete data.
11. Kickjob strives to remit the Assignment Value to the Contractor within 24 hours of receiving the Client's assessment or approving the hours worked for that week. It is important to note that this endeavor does not impose a strict 24-hour deadline.

12. In case of a so-called "no show" of the Contractor, no payment will be made to the Contractor. In case of multiple no shows, kickjobs has the right to remove the Contractor from the Platform.
13. There is no obligation of result on kickjobs. In case the Client is unable to find the right Contractor for the Assignment, this is and remains the responsibility of the Client.
14. With regards to the responsibility for declaring income from Assignments in - among other things, but not exclusively - tax returns, the Contractor is entirely responsible himself. Any liability to kickjobs in this regard is excluded.

Article 5 - Invoicing, payment and reimbursement.

1. In the event that a dispute has arisen between the Contractor and Client regarding the work performed, the order value specified by the Client in the order shall prevail for payment of the order value. The Contractor and Client must reach an independent agreement in any dispute.
2. Kickjobs invoices the work performed by the Contractor to the Client. Kickjobs clearly states this on the invoice to the Client.
3. Based on the specification by Contractor with a Chamber of Commerce and/or VAT registration of the work performed and the Client's approval, kickjobs prepares two invoices: an invoice addressed to Client and a return invoice (reverse-billing) for the benefit of Contractor with a Chamber of Commerce and/or VAT registration. Kickjobs sends the invoice to the Client in its own name and takes care of payment of the reverse-billing to the Contractor with CoC and/or VAT registration.

Article 6 - Rights of use

1. Use of the Platform is permitted for Contractors from the age of 16, provided that the Contractor does not have a Chamber of Commerce and/or VAT number. For Contractors with a Chamber of Commerce and/or VAT number, use of the Platform is permitted from the age of 18. When a Contractor registers, he or she declares to have conformed to these rules.
2. Use of the Platform is permitted for Clients over the age of 18. When the Client signs up, he or she declares to have conformed to this rule.
3. Use of the Website and Platform and what results from them is at the User's own expense and risk. The User is not permitted to use the Website/Platform for any purpose other than that described in these Terms of Use.
4. The User declares to act in such a way as may be expected of a careful and responsible Internet user.
5. The User agrees to comply with all applicable (privacy) laws and regulations and the contents of these Terms of Use.
6. Users are not permitted to access the Website/Platform:
 - a. to be used for commercial purposes aimed at reaching large groups of people;
 - b. edit, reproduce, disrupt, violate security or cause damage (to the Platform or to other Users);
 - c. to use in any way to disclose data and information to which he/she is not authorized or which infringes on a third party's right;
 - d. use to disclose data and information in any way contrary to morality (at kickjobs' discretion);
 - e. to use in any way to disclose data and information that is not truthful (at the discretion of kickjobs);
 - f. illegal purposes;
 - g. use to provide access to account(s) and/or data not intended for him/her.

Article 7 - Liability

1. Kickjobs makes every effort to ensure the reliability of the information and data on its Website, but is not liable for its accuracy.
2. For an account, the User must set up his own e-mail address and password. The User is responsible for securing his own login information.
3. Kickjobs shall never be liable for damages, consequences, and claims (whether from third parties or not) arising (in)directly from the use of or through the Website/Platform.
4. Kickjobs is never liable for any damages and consequences arising from the agreement and/or legal relationship between Users, despite kickjobs' involvement, kickjobs is never involved as a party. Kickjobs cannot guarantee that Users are competent to enter into an agreement/legal relationship. Also, kickjobs shall never be liable for acts/ omissions of Users and/or third parties.
5. In case of any malfunctions and/or interruptions that limit the accessibility of the Website/Platform, kickjobs is also not liable for (in)direct damages.
6. Kickjobs will endeavor to remedy any technical malfunctions as soon as possible. Kickjobs is entitled to take the Website/Platform (temporarily) out of use and/or to limit its use without being liable for any resulting damage.
7. Kickjobs is not liable for any damage caused by digital viruses, hacking and similar issues. Kickjobs will take appropriate precautions in this regard.
8. The User who fails to comply with these Terms of Use and/or applicable laws and regulations is fully liable for all resulting damages and consequences in the broadest sense.
9. Kickjobs is not responsible for and provides no assurances regarding the completion, posting or provision of the Assignment.
10. Kickjobs is not liable for the availability of Contractors, the quality of the Assignment or Contractor, or the acts and/or omissions of Client and/or Contractor.
11. Kickjobs is not liable for the occurrence of any damages - direct and/or indirect - as a result of the failure to complete, delete, modify or cancel the Assignment.
12. Kickjobs is not a party to the formation of the contract of assignment between Client and Contractor, thus not even in its execution. Kickjobs merely brings together supply and demand. It is up to the Client and the Contractor to give the proper substance to - the performance of - the Assignment.
13. The Client is required to comply with applicable laws and regulations or intellectual property rights or privacy laws. Kickjobs is not responsible for this.

Article 8 - Termination

Kickjobs and Client shall have the right to terminate the registration on the Platform at any time, and to terminate the user agreement without giving any reason and without the other party being held liable for damages resulting from the termination.

Article 9 - Exclusion from use of Platform

1. Kickjobs may - inter alia, but not exclusively - block and/or delete Client's account in the cases below, without any right to compensation for Client, preventing Client from using the Platform (any longer):
 - a. In the event Client violates this User Agreement;
 - b. In case Client has two or more recorded occurrences of non-timely cancellation;
 - c. In the event Client no longer qualifies as Client within the meaning of this User Agreement;
 - d. In case Client acts in violation of (applicable) laws and regulations and/or infringes (IP) rights of third parties;
 - e. In case Client posts inaccurate or false information on the Platform.

Article 10 - Intellectual property rights

1. In case of use of the Platform, IP rights may arise. Through use of the Platform, the Contractor agrees that these rights belong to the Client that placed the Order from which the intellectual property right arose.
2. Insofar as the IP rights are vested in the Contractor, the Contractor is obliged to transfer these rights - or, if this is not possible, to grant an unrestricted and perpetual license to exploit the material on which these rights are vested instead - to the Client, including all claims that may arise from this.
3. IP rights related to kickjobs' service and Platform belong exclusively to kickjobs.

Article 11 - Applicable law and final provisions

1. These Terms of Use, Assignments and/or other agreements are governed by Dutch law.
2. If and to the extent that one or more of the provisions in these Terms of Use are null and void or are annulled, the Assignments and these Terms of Use shall remain in force in all other respects. The provision(s) that are not valid or cannot be applied in law shall be replaced by a provision that corresponds as closely as possible to the purport of the provision to be replaced.
3. Kickjobs is entitled to transfer its rights and obligations under these Terms of Use to a third party and/or another kickjobs (group) company. Unless expressly agreed in writing, the User is not permitted to transfer its rights and obligations to a third party.