

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 fee 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 other personal information, information about kickjobs and other texts, images, audio material, links and other information in the broadest sense of the word available on the Website and on the Platform of kickjobs, 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.

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 in which Contractors are provided with an interface where they can sign up 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. Contractor registers on the Platform by creating a profile. This requires a number of requirements, namely:
 - a. Contact details;
 - b. Bank account number (IBAN);
 - c. VAT number (if applicable);
 - d. (digital) signature.
2. 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.
3. 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 Engagement, and wish to set out these arrangements in the Engagement 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.
4. On onboarding/registering 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.
5. Contractor with CoC and/or VAT registration uses the Platform for the purpose of facilitating the conduct of Contractor's own business.
6. Contractors who are registered with the Chamber of Commerce and/ or have VAT registration can specify during registration or in their profile whether they are eligible for the Small Business Scheme, which exempts them from sales tax obligations.
7. Contractor with CoC and/or VAT registration is aware that kickjobs has no responsibility in ensuring the independence of this Contractor.
8. Contractors holding a Chamber of Commerce and/or VAT registration are permitted to have one Client per year, provided there is no authority relationship between the Contractor and the Client. However, if an authority relationship exists, Contractors with a Chamber of Commerce and/ or VAT registration must have multiple Clients to be classified as self-employed.
9. With regards to the Assignment, the Client provides the Contractor with a predetermined Assignment Value prior to its commencement, which will be specified in the Assignment details. Once the Assignment is completed or the worked hours for the week are approved, kickjobs will ensure that the Assignment Value is transferred to the Contractor's account. However, in the event of a rating ranging

from 0 to 1,5 stars (indicating a “no show” or significantly substandard quality) for the Assignment, the Contractor will not receive payment unless they can present a valid defence.

10. Both the Client and the Contractor are required to leave a review on the Platform regarding the Assignment after the completion of the Assignment.
11. The Assignment Value is paid to the Contractor by kickjobs only when 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.
12. 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.
13. Kickjobs strives to pay the Assignment Value to the Contractor within 24 hours after a review has been provided by the Client and the worked hours have been approved for the week. However, this does not impose a strict 24-hour deadline.
14. 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.
15. 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.
16. 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 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 Website and Platform and anything resulting 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.
3. The User declares to act in such a way as may be expected of a careful and responsible Internet user.
4. The User agrees to comply with all applicable (privacy) laws and regulations and the contents of these Terms of Use.
5. 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 authorised 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 an agreement/legal relationship. Also, kickjobs is never 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 endeavour to remedy any technical faults as soon as possible. Kickjobs is entitled to (temporarily) take the Website/Platform out of service and/or restrict its use without being liable for any resulting damages.
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 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.
10. Kickjobs recommends that Contractor with CoC and/or VAT registration, to protect against liability claims, take out business legal liability, professional liability and/or disability insurance.
11. 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.

Article 8 - Termination

Kickjobs and Contractor shall have the right to terminate 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 Contractor's account in the cases below, without any right to compensation for Contractor, preventing Contractor from using the Platform (any longer):
 - a. In the event Contractor violates this User Agreement;
 - b. In the event Contractor has two or more recorded occurrences of non-timely cancellation and/or no shows;
 - c. In the event Contractor no longer qualifies as Contractor within the meaning of this User Agreement;
 - d. In case the Contractor violates (applicable) laws and regulations and/or infringes (IP) rights of third parties;
 - e. In case Contractor 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 licence 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.