

1 Acceptance of Terms

1.1 In the Netherlands RiseSmart Technology is provided to you by Randstad. Randstad ("Randstad") provides its Service (as defined below) to you through its web site located at www.risesmart.com/nl-nl (the "Site"), subject to this Terms of Service agreement ("TOS"). By accepting this TOS or by accessing or using the Service or Site, you acknowledge that you have read, understood, and agree to be bound by this TOS. If you do not agree with this TOS, you must not accept this TOS and may not use the Service.

1.2 Randstad may change this TOS from time to time without prior notice. The revised terms and conditions will become effective upon posting and if you use the Service after that date, your use will constitute acceptance of the revised terms and conditions. If any change to this TOS is not acceptable to you, your only remedy is to stop accessing and using the Service.

2 Description of Service

The "Service" includes (a) the Site, (b) Randstad's outplacement and career management services, and other related services (including file management and analytics services), and related technologies, and (c) all software (including the Software, as defined below), materials, portals, recommendations, job leads, data, reports, text, images, sounds, video, analytics and other content made available through any of the foregoing (collectively referred to as the "Content"). Any new features added to or augmenting the Service are also subject to this TOS.

3 General Conditions/ Access and Use of the Service

3.1 Subject to the terms and conditions of this TOS, you may access and use the Service only for lawful purposes. All rights, title and interest in and to the Service and its components will remain with and belong exclusively to RiseSmart. You shall not (a) sublicense, resell, rent, lease, transfer, assign or otherwise commercially exploit or make the Service available to any third party; (b) use the Service in any unlawful manner (including without limitation in violation of any data, privacy laws) or in any manner that interferes with or disrupts the integrity or performance of the Service or its components, (c) modify, adapt or hack the Service to, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks; or (d) use any Content on other websites or any media (e.g., a networking environment). You shall comply with any codes of conduct, policies or other notices Randstad provides you or publishes in connection with the Service, and you shall promptly notify Randstad if you learn of a security breach related to the Service. In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, RiseSmart's Privacy Policy.

3.2 Any software that may be made available by Randstad in connection with the Service ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this TOS, Randstad hereby grants you a personal, non-transferable, non-sublicensable and non-exclusive right and license to use the object code of any Software on a single device solely in connection with the Service, provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or sell, assign, sublicense or otherwise transfer any right in any Software. You agree not to access the Service by any means other than through the interface that is provided by Randstad for use in accessing the Service. Any rights not expressly granted herein are reserved and no license or right to use any trademark of Randstad or any third party is granted to you in connection with the Service.

3.3 You are solely responsible for all data, information, feedback, suggestions, text, content and other materials that you upload, post, deliver, provide or otherwise transmit or store (hereafter "transmit(ing)") in connection with or relating to the Service ("Your Content"). You hereby represent and warrant that Your Content transmitted by you with respect to the Service will be accurate, true and complete (including with respect to your resume, biographical data and employment information, if you are using the Service as a job seeker).

Randstad may assume that this is the case with its services. Randstad is authorized, but not obliged, to change, delete or supplement information including information from users that is not correct or complete without prior notice. It is not permitted to send or post messages and / or to upload material with a misleading, abusive, discriminating or otherwise unlawful or - in the opinion of Randstad - indecent or unnecessarily offensive content. Randstad reserves the right not to post such messages and / or uploads or to delete or change without prior notice.

You are responsible for maintaining the confidentiality of your login, password and account and for all activities that occur under your login or account. RiseSmart reserves the right to access your account in order to respond to your requests for technical support.

Randstad takes security measures to prevent unauthorized access to and use of data in the service. Please be aware that it is impossible to completely avoid or prevent that your data is used unauthorized and / or unlawful or unintentionally affected or lost.

Randstad therefore accepts no liability if your data, despite the measures taken, are unintentionally affected or lost or unlawfully or unauthorizedly inspected and / or, unless this is due to the gross negligence or intent of Randstad.

3.4 You understand that the operation of the Service, including Your Content, may be unencrypted and involve (a) transmissions over various networks, (b) changes to conform and adapt to technical requirements of connecting networks or devices, (c) transmission to RiseSmart's third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service, and (d) transmission to other third parties in connection with the provision to you of the Service. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of Your Content. RiseSmart will have no liability to you for any unauthorized access or use of any of Your Content, or any corruption, deletion, destruction or loss of any of Your Content.

3.5 If you are a job seeker, you further agree to use your own judgment, caution, and common sense in managing job opportunities and information offered by or obtained through the Service and that you bear the sole risk of any reliance or use of any Content (including any job leads or recommendations) provided through the Service.

3.6 You acknowledge that a company client of Randstad may engage Randstad to assist its current and/or former employees' search for employment through the Service ("Company Client Engagements"). If you are using the Service pursuant to a Company Client Engagement, Randstad may make available to the company client progress reports and other information that identify you and indicate the status of your use of the Service, the scope of your use of the Service, your milestone progress and status in job search, your customer satisfaction or other feedback relating to the Service, in each case individually or in an aggregated manner. Please see RiseSmart's Privacy Statement for more information regarding RiseSmart's collection, use and sharing of information provided by you and company clients in connection with Company Client Engagements.

3.7 If you are using the Service pursuant to a Company Client Engagement, you acknowledge that the Service made available to you will in no event exceed the scope, duration or other limits of the Company Client Engagement pursuant to which you are granted access to the Service.

3.8 You agree that Randstad (a) may establish general rules and limits concerning use of the Service, including without limitation the maximum period of time that Content will be retained by the Service and the maximum storage space that will be allotted on your behalf, (b) Randstad has no responsibility or liability for the deletion or failure to store any Content maintained by or uploaded to the Service, and Randstad (c) may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process, applicable laws or government requests; (ii) enforce this TOS; (iii) respond to claims that any Content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of Randstad, its users and the public.

4 Termination

You have the right to terminate your account at any time in accordance with the procedures set forth on the Site or provided to you separately, where applicable. If you are using the Service pursuant to a Company Client Engagement, you acknowledge that your access to such Service will expire upon the expiration or termination of the Company Client Engagement. Randstad reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend or terminate your account (any part thereof) or use of the Service and remove and discard any of Your Content in the Service, for any reason, including if RiseSmart believes that you have violated this TOS. Randstad shall not be liable to you or any third party for any modification, suspension or discontinuation of the Service.

You can not use the service as a repository for unique data or back-up. The information on the service is not shown and saved for you indefinitely. You must take care of an adequate back-up of data yourself. You are also responsible for compliance with your storage obligations under law, regulation or agreement.

If you do not use the service for two years, we will delete your data after two years. You will be notified in advance. TIP: make sure that your data is adequately backed up on time

5 Disclaimers

Randstad is entitled (but not obliged) to adjust the service, for example regarding its business processes or technological developments. In addition, existing functionality can be adjusted, supplemented or deleted. Randstad will, where necessary and possible, inform you in advance about changes that have a significant impact on your collaboration with Randstad.

Randstad will make reasonable efforts to ensure the availability and quality of the service. However, Randstad does not guarantee

errors or omissions in the content and the undisturbed operation and availability of the service. Randstad is explicitly not responsible for malfunctions or reduced availability of the service due to force majeure (including malfunctions on the internet, hacking, denial of service attacks) and / or acts or omissions of you or third parties engaged by you and exclude any liability for this.

6 Limitation of liability

Randstad can not be held liable for indirect damage. Any liability will be limited to the amount paid for the service.

7 Indemnification

You shall defend, indemnify, and hold harmless RiseSmart from and against any claims, actions or demands arising or resulting from your breach of this TOS, any of Your Content, or your other access, contribution to, use or misuse of the Service.

8 Governing Law

This TOS shall be governed by the laws of the Netherlands. The District Court of Amsterdam will be competent in any disputes.

Apple-Enabled Software Applications RiseSmart offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms. With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "AppleEnabled Software"). Randstad and you acknowledge that this TOS are concluded between Risesmart and you only and not with Apple.

If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to RiseSmart as follows: support@nl.risesmart.com RiseSmart, Diemermere 25, 1112 TC Diemen. RiseSmart and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this TOS with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of this TOS, Apple will have the right (and will be deemed to have accepted the right) to enforce this TOS against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

9 Privacy

Through the service and when creating an account for the service, confidential information, including personal data, is processed. Randstad will treat your personal data confidentially. More information can be found in the RiseSmart Technology Privacy Statement.