

## TERMS OF USE

### Spotlight & Insight

Spotlight & Insight are online-based tools that supports you in the context of outplacement advice from Randstad Risesmart and offers you numerous functionalities. The implementation is carried out by a third party contracted by Randstad. You have the non-exclusive, limited right to access Spotlight or Insight in accordance with the conditions below.

#### 1. Acceptance of conditions

1. In Denmark, Randstad technology is offered to you by Randstad. Randstad ("Randstad") offers you the Randstad Service ("Service") (as defined below) through its website at [www.randstadrisemart.dk](http://www.randstadrisemart.dk) ("Site"), in accordance with these Randstad technology terms of use ("Terms"). By accepting these Terms or by accessing or using the Service or Site, you acknowledge that you have read and understand these terms and you agree to be bound by them. If you do not agree to these terms, you may not use the Service.
2. Randstad Randstad may change these Terms at any time without notice. The changed terms of use come into force as soon as they are made known to you. This happens when you register in Spotlight/Insight with the access data provided to you. If you use Spotlight/Insight afterwards, your use constitutes acceptance of the changed conditions.

#### 2. Description of the Service

1. The term "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 applications (including, without limitation, applications and services accessed through any mobile or other interface that allows you to access such applications and services)), 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, "Content"). Any new features added to or augmenting the Service are also subject to these Terms.

#### 3. General Terms of Use / License

1. Subject to the terms and conditions of these Terms, you may access and use the Service only for lawful purposes. The Service is for personal use only. All rights, title and interest in and to the Service and its components will remain with and belong exclusively to Randstad. You shall not (and shall not allow any third party to):
  1. copy, reproduce, modify, delete, distribute, download, store, transmit, publish, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt, directly or indirectly, to discover any source code of, sell, sublicense, resell, rent, lease, transfer, assign, or time share the Service or otherwise commercially exploit or make the Service available to any third party;
  2. use the Service in any unlawful manner (including without limitation in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Service or its components;
  3. modify, adapt or hack the Service to, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks; or;
  4. use any Content on other web sites or any media (e.g., a networking environment).
2. You shall comply with these Terms, any laws and regulations and all 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, Randstad's Privacy Notice Outplacement.

3. Randstad reserves the right to terminate the Service without prior notice if you do not comply with these Terms or any laws and/or regulations. In addition, Randstad is entitled to terminate the Service if you have not used the Service for a period of 2 years.
4. Spotlight/Insight, as well as any other software provided 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 these Terms, 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 do not attempt to discover, copy, modify, use or disassemble any source code (or any third party you have enabled/designated to do so) in order to recreate any derivative work or sell, grant, sublicense or otherwise transfer any right in Software.
5. 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 RiseSmart or any third party is granted to you in connection with the Service.
6. 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 is:
  1. is accurate, true, legal, decent, honest and complete (including, without limitation, with respect to your curriculum vitae, biographical data and employment information, if you are using the Service as a job or career development seeker), and;
  2. is free of bugs, worms or viruses.
7. Randstad may remove, amend or supplement information, including Your Content information, that proves to be incorrect or incomplete without prior notice. It is not permitted to send or post messages and/or upload material with misleading, insulting, discriminatory or otherwise unlawful Content or - in Randstad's opinion - inappropriate or unnecessarily offensive Content. Randstad reserves the right not to post such messages and/or uploads or to remove or change them without prior notice.
8. You are responsible for maintaining the confidentiality of your login, password and account and for all activities that occur under your login or account. Randstad reserves the right to access your account to respond to your requests for technical support. Randstad takes security measures to prevent unauthorized access to and use of data in the Service. You should be aware that it is impossible to completely rule out unauthorised and/or unlawful use of your data or unintentional deterioration or loss. Accordingly, Randstad accepts no liability if, despite measures taken, data is unintentionally compromised or lost or accessed unlawfully or unauthorised, unless this is due to Randstad's gross negligence or intent.
9. You understand that the operation of the Service, including Your Content, may be unencrypted and involve:
  - transmissions over various networks;
  - changes to conform and adapt to technical requirements of connecting networks or devices;
  - transmission to Randstad'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;
  - transmission to other third parties in connection with the provision to you of the Service.

Accordingly, you acknowledge that you are solely responsible for adequate security, protection and backup of Your Content. Randstad assumes no liability to you for any unauthorized access or use of any of Your Content, or any damage, deletion, destruction or loss of any of Your Content, unless this is due to Randstad's gross negligence or intent.

- 1. If you are a job seeker or a career development seeker, you further agree to use your own judgment, caution, and common sense in managing job opportunities and other 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 career advice or recommendations) provided through the Service.
  2. You acknowledge that a client of Randstad may engage Randstad to assist the client's current and/or former employees, in their search for employment through the Service ("Client Engagements"). If you are using the Service pursuant to a Client Engagement, Randstad may make available to the 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 Randstad's Privacy Notice Outplacement for more information regarding Randstad's collection, use and sharing of information provided by you and clients in connection with Client Engagements.
  3. If you are using the Service pursuant to a Client Engagement, you acknowledge that the Service made available to you will in no event exceed the scope, duration or other limits of the Client Engagement pursuant to which you are granted access to the Service.
  4. You agree that Randstad:
    - may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that Content or any of Your Content will be retained by the Service and the maximum storage space that will be allotted on your behalf,
    - Randstad has no responsibility or liability for the deletion or failure to store any Content or any of Your Content maintained by or uploaded to the Service, and
    - may preserve Content and any of Your Content and may also disclose Content and Your Content if required to do so by law or to:
      - comply with legal proceedings, applicable laws or government requests;
      - enforce these Terms;
      - respond to claims that any Content or any of Your Content violates the rights of third parties; or
      - protect the rights, property, or personal safety of RiseSmart, its users and the public.

#### 1. 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 Client Engagement, you acknowledge that your access to such Service will expire upon the expiration or termination of the Client Engagement. From this point on, you will have lifetime access to the "Alumni Version" of Spotlight and you can access your saved data for an unlimited period.

- 1. Randstad reserves the right to:
    1. modify or discontinue, temporarily or permanently, the Service (or any part thereof) and
    2. 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 but not limited to if Randstad believes that you have violated these Terms.  
Randstad shall not be liable to you or any third party for any modification, suspension or discontinuation of the Service.

Randstad will use good faith efforts to contact you to warn you prior to suspension or termination of your account by Randstad . All of Your Content on the Service (if any) may be permanently deleted by Randstad upon any termination of your account in its sole discretion.

- 1. You cannot use the Service as a repository of unique data or backup thereof. The information on the Service will not be displayed and stored indefinitely. You are responsible for ensuring an adequate backup of data. In addition, you are responsible for complying with any retention obligations imposed on you by law, regulation or agreement.
  2. Randstad may adjust the Service, in connection with its e.g. business processes or technological developments. In doing so, existing functionalities can be adapted, supplemented or deleted. Where necessary and possible, Randstad will inform you in advance of any changes that have a material impact on your cooperation with Randstad.
  3. Randstad will make reasonable efforts to guarantee the availability and quality of the Service. However, Randstad is not responsible for errors or omissions in the content and the undisturbed operation and availability of the Service. Randstad is expressly not responsible for failures or reduced availability of the Service due to force majeure (including failures on the internet, hacking, denial of service attacks) and/or acts or omissions of yourself or third parties engaged by you and excludes all liability in this respect.
  4. Links to other websites.
  5. The service may contain links to other websites. These links are only provided to you as a service. This does not mean that the content on Randstad's third party websites has been approved. Randstad is not responsible for the content of linked third-party websites and makes no representations regarding the content or accuracy of the materials on these third-party websites. Accessing linked third-party websites is at your own risk.
  6. Mobile devices.
  7. By using the Service on a mobile device, you agree that information about your use of the Service may be shared with Randstad through your mobile device and provider, including your network provider, mobile device, and physical location. In addition, using the service on a mobile device may result in data being displayed on and via your mobile device. By accessing the service from a mobile device, you declare that if you import Randstad data onto your mobile device, you have the authority to share the transmitted data with your mobile service provider or other service provider. If you change or deactivate your mobile device / account, you must ensure that other people cannot access your account (and related messages (if applicable)) (or send content to other people). You are responsible for failure to act. You acknowledge that you are responsible for all costs and permissions required to access the Service through your mobile device and provider. Check with your provider for the terms of these services on your mobile device. By using a downloadable application to use the service, you expressly acknowledge that you accept the terms of the application end-user license agreement that may be displayed during download or installation and which may change from time to time.
  8. Limitation of liability.

Randstad and Risesmart assume no liability for indirect damage. Any liability will be limited to the amount paid for the Service.

- 1. Indemnification.
  2. You shall defend, indemnify, and hold harmless Randstad and RiseSmart from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of these Terms, Your Content, or your access, contribution to, use or misuse of the Service.
  3. Governing Law.
  4. These terms and conditions are governed by Danish law. You hereby expressly agree to submit to the exclusive jurisdiction of the court of justice for the purpose of resolving any dispute relating to your access to or use of the Service.
  5. Apple-Enabled Software Applications.
  6. 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, "Apple-Enabled Software"), Randstad acknowledges that these terms are agreed only between Randstad and you, and not with Apple. If you have questions, complaints, or damages claims related to the Apple Compatible Software, you can address them to Randstad as follows:

[user.support@risesmart.com](mailto:user.support@risesmart.com)

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- 1. You and Randstad acknowledge and agree that Apple, and its subsidiaries, are third party beneficiaries of these terms with respect to the Apple Compatible software, and Apple, by virtue of your acceptance of the provisions of these terms and conditions, has the right (accepted) in its capacity as a third party beneficiary to enforce these terms and conditions with respect to Apple-compatible Software against you.
  2. Privacy.

Confidential information, including personal data, is processed through the Service and when creating an account for the Service. Randstad will treat your personal data confidential. More information can be found in the Privacy Notice Outplacement.