

General Terms and Conditions RedFix.com

Version 1.1– November 27, 2019

ARTICLE 1. DEFINITIONS

In these General Terms and Conditions words are used, which words start with capital letters. Those words do have the meaning as set out below, regardless whether the words are used in singular or plural form.

- 1.1. *Account*: the account of Client or Contractor which account, after paying the Annual Subscription Fee, gives the Client or Contractor access to the functionality of the Platform during the Subscription Term.
- 1.2. *Agreement*: the agreement between Contractor and Client regarding (the execution) of a Job.
- 1.3. *Annual Subscription Fee*: the annual subscription fee for the use of the functionality of the Platform.
- 1.4. *App*: a native mobile app (“RedFix”) which gives You during the Subscription Term access to (a selection set of) functions of the Platform.
- 1.5. *Appstore*: an online store for a specific mobile platform or operation system (“Appstore” in case of Apple or “Google Play” in case of Android), where individuals can download apps, including Our App.
- 1.6. *Client*: the natural person(s) or legal entity who has one (1) or more Jobs listed on the Platform.
- 1.7. *Contractor*: the self-employed person looking for jobs.
General Terms and Conditions: these general terms and conditions.
- 1.8. *Job*: a job offered by Client through the Platform for potential Contractors.
- 1.9. *Platform-Agreement*: the agreement between You and Us, online entered into on Our Website giving You access to the functionality of the Platform.
- 1.10. *Platform*: the App and the Website together.
- 1.11. *Privacy Policy*: the privacy policy which can be found on Our Website.
- 1.12. *Subscription Term*: one (1) year.
- 1.13. *We (including Us and Our)*: the Dutch private limited liability company “Red-Fix B.V.”, having its registered office in Fijnaart, the Netherlands, registered at the Dutch Chamber of Commerce under registration number 75410176, party in the Agreement.
- 1.14. *Website*: Our website www.Red-Fix.com and/or any other extension as applicable for a specific country.
- 1.15. *You (including Your)*: depending on the context, you as a Client, or you as a Contractor, also other party in the Agreement.

PART I.

This part of the General Terms and Conditions is a general part. This part is always applicable to the Platform-Agreement, regardless whether You are a Client or Contractor.

ARTICLE 2. FORMATION AND DURATION OF THE PLATFORM AGREEMENT

- 2.1. The Platform-Agreement is concluded after: (i) You completed the online process on the Website and/or App for creating an Account; (ii) during the aforementioned process You approved these General Terms and Conditions; and (iii) You paid the Annual Subscription Fee.
- 2.2. We confirm the Platform-Agreement by sending You an order confirmation through e-mail. The e-mail also provides You the invoice for the Annual Subscription Fee and a specification of the paid V.A.T.

- 2.3. The Platform-Agreement is entered into for the duration of the Subscription Term. You are allowed to terminate the Platform-Agreement any time. However, We don't refund or pay You back any (pro rata) amount.
- 2.4. Before lapse of the Subscription Term We approach You for a renewal without loss of data and/or Account. The price for the Annual Subscription Fee however, might differ from the price You paid before. We have the right to change the price for the Platform Agreement at any time, however, running Platform Agreements will not be affected by the changed price.
- 2.5. In case You don't renew the Platform-Agreement, the Platform-Agreement is terminated by virtue of law, without any formalities, after the last day of the Subscription Term.
- 2.6. Without prejudice to what is agreed upon, We are entitled to (temporary) suspend or terminate the Platform-Agreement without any prior notice partially or completely and with immediate effect:
 - a. If You commit an imputable failure regarding one or more of Your obligations and/or compliance is impossible.
 - b. If it becomes clear to Us that You are not in a position and/or willing to fulfill Your obligations.
 - c. If You have applied for a suspension of payments, have been granted this suspension of payments or have filed for bankruptcy, have been declared bankrupt, are about to liquidate Your company, ceases Your operations, or appear to be insolvent.
 - d. If We will suffer reputational damage through the cooperation with You or if further cooperation will lead to foreseen reputational damage to Us.
- 2.7. If Parties at the time of suspension or termination of the Platform-Agreement as mentioned above, last sentence of article 2.3 of these General Terms and Conditions applies mutatis mutandis.

ARTICLE 3. USING OUR PLATFORM

- 3.1. You acknowledge that our Platform brings Clients and Contractors together, and that We are therefore never a party in the actual Agreement regarding a Job between a Contractor and a Client. Therefore, We cannot be held responsible nor liable for shortcomings of either Contractor or Client regarding the (non-)performance of an Agreement.
- 3.2. You are not allowed to use the functionality of the Platform in any way resulting in damages for third parties or Us, or resulting in a complete or partial unavailability of the Website or App.
- 3.3. You are not allowed to access the functionality of the Platform by using account credentials of third parties, by using forged credentials or by circumventing any technical security measures, regardless whether these measures are actually adequate or not.
- 3.4. You are not entitled to distribute viruses nor other software within the Platform with undesired or illegal results like trojans, malware, worms and backdoors.
- 3.5. You are not entitled to use the functionality of Platform to send (commercial) unsolicited messages (spamming).
- 3.6. You will administer the Account credentials to use the functionality of Platform given by Us as a good administrator. Therefore, You are not allowed to disclose the credentials to third parties. If You have the suspicion that the credentials are in the possession of a third party, and You deem that this can lead to security issues, You notify this to Us immediately.
- 3.7. You are not allowed to act in noncompliance with any law or regulation, nor to infringe any intellectual property right.
- 3.8. We are entitled at any time to discontinue the Platform without being liable to compensate nor to indemnify for damages. In that case, We will notify You in due time.

- 3.9. We warrant that the personal data is processed in accordance with applicable legislation and with Our Privacy Policy. This means especially that We will not process personal data outside the European Union nor outside a company that is not a “Privacy Shield” certified company (in case the company is situated in the United States). The United States do not meet the adequate protection level as required by European Union legislation, unless the company in the United States adheres to the “Privacy Shield”, in that case the company itself meets the required level of protection regarding the processing of personal data.
- 3.10. You are not allowed to use the Platform other than for what has been agreed under the Platform Agreement. For example, You are not permitted to: (i) use the Platform in an automated or robotized manner and / or make it (automated or robotized) available to third parties; (ii) the (functionality of, and information/data from) the Platform, whether or not through human intervention, to third parties; or (iii) extract the information / data manually, automated or robotized from the Platform, and disclose, exploit, use this extracted information / data (on the internet), build a (butler-like) (online) service around it, or make it available to third; (iv) use the Platform for acquisition purposes as a broker or intermediary.

ARTICLE 4. USING OUR APP

- 4.1. To use the functionality of the Platform on Your mobile phone or portable device, You need to download the App from the appropriate Appstore.
- 4.2. We cannot warrant that You are always able to download the App. We cannot warrant that the Appstore is always available for You, since the Appstores are facilitated by third party vendors.
- 4.3. We warrant that we will make the App available to You free of additional charge. However, for using the functionality of the Platform through the App, a valid subscription, and therefore a valid Account, needs to be in place.

ARTICLE 5. LIABILITY

- 5.1. We are not liable for any attributable shortcomings, nor for any other shortcomings (based on tort for example), unless the shortcoming is due to intent (“opzet”) or conscious recklessness (“bewuste roekeloosheid”) of Our top level management. In case this limitation of liability is lawfully unenforceable, the liability for the aforementioned shortcomings are limited to an amount of € 50 (fifty euros), unless the shortcoming is due to intent (“opzet”) or conscious recklessness (“bewuste roekeloosheid”) of Our top level management.
- 5.2. You hereby accept the functionality of the Platform “as is”. Furthermore, You accept that the functionality of the Platform can be subject of unilateral change.
- 5.3. We strive for a high availability of the Platform, however, we cannot warrant that the Platform is always available without interruptions.
- 5.4. A breach of articles 3.10 and 15.2 results in penalty payable by You to Us, without judicial intervention, of € 1.000,- (thousand Euros) per day for each day the non-compliance continues. This without prejudice to Our right to claim full damages.

ARTICLE 6. INDEMNIFICATION REGARDING VALID AND/OR TRUE DATA

- 6.1. You hereby warrant that Your entered data is valid and true. You indemnify Us for possible claims regarding non valid or untrue data.

ARTICLE 7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. All rights regarding intellectual property, including but not limited to content and imagery within the Platform, remains vested in Us or Our licensors. Usage of this material is therefore not allowed without prior permission.
- 7.2. All mentioned trade names or registered trademarks are vested in Us or the respective owners.
- 7.3. The intellectual property rights of material You upload, remains vested in You. We are merely granted a royalty-free license by You to process the material to execute the Platform Agreement.

ARTICLE 8. TRANSFER OF RIGHTS AND OBLIGATIONS

- 8.1. We are entitled to transfer Our rights and obligations out of the Platform-Agreement to a third party. This is especially allowed in case of a transfer due to a change of legal entity, transfer of Our company or merger of Our Company. You hereby grant your permission therefor. A possible transfer is without prejudice to any right of You under the Platform-Agreement.
- 8.2. Without prior permission of Us, You are not allowed to transfer the rights and obligations under the Platform-Agreement to a third party. The permission can be subject to additional stipulations, for example the stipulation that the transfer must be made free of any charge.

ARTICLE 9. GOVERNING LAW AND DISPUTE RESOLUTION

- 9.1. The Platform-Agreement is governed by the laws of the Netherlands.
- 9.2. All disputes will be settled exclusively by the competent court in Rotterdam, the Netherlands, unless the Dutch sub-district court (“kantonrechter”) is allowed to take notice of the dispute, in that case the dispute will be submitted to competent district court. You have the right to submit a dispute to a by virtue of the Laws of the Netherlands competent court within 30 (thirty) days after We invoke the right to submit the dispute in accordance with the first sentence of this article.

PART II

This part of the General Terms and Conditions only applies in case You are a Contractor. This part is applicable in addition to the part I of these General Terms and Conditions.

ARTICLE 10. LOOKING FOR A JOB

- 10.1. Before You can start looking for a Job, You will have to create an Account and pay the Annual Subscription Fee. Without an Account, You will not be able to look for Jobs.
- 10.2. We do not give any warranty or guarantee that You will actually be able to find a Job through Our Platform and/or generating revenues through Our Platform.
- 10.3. After finding a suitable Job, it is Your responsibility to enter into contact with the Client through the messaging system offered by Our Platform. It is Your responsibility to actually enter into an Agreement with Client, provided that Client wishes to enter into an Agreement with You. We do not warrant that in case You find a suitable Job, the Client is willing to enter into an Agreement with You and/or You will be able to negotiate terms favorable to You.

ARTICLE 11. WARRANTIES AND INDEMNIFICATIONS

- 11.1. You hereby warrant that:
 - a. You are registered in the jurisdiction You are residing as self-employed person or (incorporated) as a company;
 - b. You have a valid VAT number in the jurisdiction you are located;
 - c. You adhere to any applicable laws or collective agreements for contractors regarding minimum and/or fair pay in the jurisdiction You are located.

- 11.2. You indemnify Us for all costs, damages and claims regarding breaches of the warranty as stipulated in article 11.1.

ARTICLE 12. RIGHT OF WITHDRAWAL

- 12.1. European Union legislation provides consumers (even when You are currently not located within the European Union) a right to withdrawal in case the consumer enters into an agreement online. Since You, by entering into the Platform-Agreement, are acting in the course of a business of profession, the right of withdrawal does not apply.

ARTICLE 13. CONSUMER

- 13.1. In case You are deemed a consumer by a court and/or judge, the following applies:
- 13.1.1. Article 5.1 (“limitation of liability”) of these General Terms and Conditions does not apply. However, We are not liable for any indirect damages due to attributable shortcomings, or due to any other shortcomings (based on tort for example), unless the shortcoming is due to intent (“opzet”) or conscious recklessness (“bewuste roekeloosheid”) of Our top level management. Indirect damages are, inter alia: consequential damages, lost revenues, lost profits, lost savings, loss of goodwill and damages due to business interruption(s).
- 13.1.2. Article 8.1 (“transfer of rights and obligations”) of these General Terms and Conditions does not apply.
- 13.1.3. Article 12.1 (“right of withdrawal”) of these General Terms and Conditions does not apply. However, You grant Us hereby the permission to immediately start executing the Platform Agreement. Therefore, the right of withdrawal is excluded, and does not apply.

PART III

This part of the General Terms and Conditions only applies in case You are a Client. This part is applicable in addition to part I of these General Terms and Conditions.

ARTICLE 14. LOOKING FOR A CONTRACTOR

- 14.1. Before You can start looking for a Contractor, You will have to create an Account and pay the Annual Subscription Fee. Without an Account, You will not be able to look for Contractors.
- 14.2. We do not give any warranty or guarantee that You will actually be able to find a Contractor through Our Platform.
- 14.3. After finding a suitable Contractor, it is Your responsibility to enter into contact with the Contractor through the messaging system offered by Our Platform. It is Your responsibility to actually enter into an Agreement with Contractor, provided that Contractor wishes to enter into an Agreement with You. We do not warrant that in case You find a suitable Contractor, the Contractor is willing to enter into an Agreement with You and/or You will be able to negotiate terms favorable for You.
- 14.4. In some jurisdictions the Agreement needs to meet certain (legal) requirements to avoid a (fictitious) employment contract. It is Your responsibility to research the (legal) requirements and to adhere to the (legal) requirements.

ARTICLE 15. LISTING A JOB

- 15.1. Your Job has to meet certain quality criteria. The quality criteria are set out in Our Platform. In case Our quality criteria are not met, We reserve the right to decline Your Job.
- 15.2. You are not allowed to charge the Contractor any additional (contract) fees.

ARTICLE 16. WARRANTIES AND INDEMNIFICATIONS

- 16.1. You hereby warrant that:
- a. You are registered in the jurisdiction You are residing as self-employed person or (incorporated) as a company;
 - b. You have a valid VAT number in the jurisdiction you are located;
 - c. You adhere to any applicable laws or collective agreements for contractors regarding minimum and/or fair pay in the jurisdiction You are located;
- 16.2. You indemnify Us for all costs, damages and claims regarding breaches of the warranty as stipulated in article 16.1 and the obligation as stipulated in article 15.2.
