

Badenoch&Clark.be - Terms of Use

These terms of use apply to the presentation of the website and – as general terms and conditions – for potential applications that are presented on or via the website by XPE Group NV/SA, which uses the brand name and trademark **Badenoch en Clark** for some of its services, and by its potential partners in Belgium.

Using is accepting !

Consent – By looking at the website and using the information presented thereon, you consent to these terms of use. Your consent is a condition to the use of the services of the website.

Not compulsory – You do not have to use the website or applications that are presented on or via the website. The website is merely a channel that can facilitate a few things. This principle can be derogated by specific agreements in which e.g. parties agreed that information or documents are only provided digitally. Obviously in such cases B&C is responsible for the accuracy, authenticity and integrity of the documents that are only provided digitally.

Content - The following elements are addressed:

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Badenoch & Clark, a short description

Badenoch & Clark is a brand name and trademark with which the company XPE Group NV/SA offers services of HR management, recruitment and selection and projectsourcing for specific sectors like finance.

For a short description of XPE Group NV/SA reference is made to the specific page (<http://xpe-group.com/xpe/about-xpe> or http://badenochandclark.be/legal_info). Hereinafter we refer to XPE Group when using the terms “**Badenoch & Clark**” or the abbreviations “**XPE**” or “**B&C**”.

Fair use

General – You, as a user, will use the website and potential applications in good faith like a *bonus pater familias*, for the purposes for which it is presented, and will refrain from any action that causes or may cause damage to another user, the website, the applications and/or B&C. This also includes reputational damage.

No malware – You will not upload or transfer anything to the website that is or contains malware or that could disturb the proper operation of the website.

Ethics – You will in no way involve the website in unethical actions or in an infraction on the public order or morality.

Your contractual obligations – You guarantee towards B&C that your use of the website in no way is a breach of any of your legal or contractual obligations. This is in particular so for any non-compete obligations you might have at the time of your candidacy via the website.

Your personal data – You are accountable for the information you communicate to B&C

- being correct, truthful, complete, accurate, up-to-date and not misleading nor ambiguous,
- reasonably available for B&C to use (in accordance with the privacy statement) without further steps being required
- is not in breach of any law or other regulations,
- is not obscene, offensive or slanderous,
- does not infringe any rights of third parties (such as intellectual property).

General (limitation of) liability

In no way can B&C or its staff in the broadest sense be held accountable, responsible or liable, for any damage (direct, consequential or otherwise) that comes from the use of the website or any other sites that are linked to it, more in particular a.o. any financial or commercial impact, the loss of programs or data in your IT or other systems, even if B&C (could have) had (prior) knowledge of such damage possibly occurring.

By consequence B&C cannot be held liable by you or any third party for a.o.:

- the interruption of the access to the website or the application provided on or through it as a consequence of disruptions on the communication lines and connectivity issues;
- any change, suspension, interruption or termination of your access to (certain parts of) the website or applications;
- the transfer of a virus or other malware despite the protective measures taken;
- the unauthorized access to the website or back-end systems (e.g. by hackers);
- spoofing of the website to collect your data (phishing);
- the event of force majeure.

Each limitation or exclusion of liability in favor of B&C unconditionally also favors partners of B&C that allow or enable B&C to present its website and applications.

Availability

Reasonable means commitment - B&C engages commercially reasonable means to keep the website and (certain) applications online, available and accessible in Belgium, ideally

24/7. But B&C does not commit to deliver a continuous, uninterrupted and secure access to the website or its applications. B&C can improve, amend or change the website in the context of maintenance or beyond that. Amongst others for that reason B&C can interrupt the access to the website and any applications at any moment and without prior warning.

Of course B&C for any adverse effects that are caused by the internet, an internet provider or your computer configuration.

IP Rights

Intellectual property – The website and any applications (including the concept thereof) and all elements from which they are composed are protected by the applicable intellectual property rights. The composing elements referred to are a.o. the layout, logos, names, text, illustrations, graphics and programs. The intellectual property rights referred to are a.o. copyright, trademarks, patents, ...

Every adaptation, manipulation, reproduction, partial or not, of the content of the website or the applications, in whatever form or in whatever way and in any country, is strictly prohibited without prior and written approval of B&C. In that context, B&C allows you to download and/or print your own personal data for personal use.

Commitment – You, as a user, commit to respect intellectual property rights.

Measures – Any infringement of intellectual property rights can lead to civil and penal prosecution, in other words to damages, fines, etc. B&C can, at its own discretion, enforce and take any measure it deems appropriate to hinder or stop infringements to its intellectual property rights or those of third parties, without B&C being liable for such initiatives on whatever basis.

Information, products and services on or via the website

Rule – What follows is the general rule. Exceptions thereto can be agreed upon in a separate agreement with B&C (e.g. on digital invoicing).

General information – The information on the website is not presented for specific users or with the goal to provide specific advice. You should not consider the information as such.

Reasonable means commitment - B&C cares for the quality of the website and its online applications, both in form as in content. Nevertheless B&C cannot and does not guarantee the accuracy, absence of mistakes, completeness, and actuality of the information, simulations, applications and other data in whatever form on this website. As the case may be, you bear the risk for certain information being outdated, incomplete or not suitable for your specific situation.

Amendments - B&C can add, change or remove information, products and services at any time without prior warning.

No (online) agreements – Except for these terms of use, no agreements are established via the website or the applications. Data on the website or in applications are in no way to be considered as an offer to contract.

For information only – The information, simulations, applications, and other data in whatever form on the website or in applications are provided for information purposes only, apart from any contractual relationship with B&C and/or any unilateral commitment by B&C. You are free in deciding and you remain the only accountable party for the use you make of the

information, products and services on or through the website. The information on the website or that you may receive during the recruitment and selection process does not commit B&C, B&C's customer or a third party in any way to offer you a position, to invite you to tests or interviews, or even to look at or evaluate the data you transfer.

Inconsistencies – In case of inconsistencies between the data on the website or in applications with regard to specific products / documents (invoices, timesheets, etc.) and the data on the original products / documents, the data on the latter in general prevails.

Belgium - B&C manages and maintains this website from Belgium and does not commit to the data being suitable or useful from or in other countries.

Hyperlinks

Hyperlinks – This website may contain hyperlinks to websites of third parties. Access to websites of third parties is at your own risk. B&C has no say in the content or the approach of such websites (e.g. the use of cookies). Hyperlinks to third party websites in no way means that B&C approves of the content or the approach of these websites.

Access

Means of access – The website or applications or parts thereof are accessible only after you have identified yourself through means of access like a userid and password. U can at any moment change or revoke your means of access. B&C will do what is reasonably possible to meet such request as soon as possible. You, as a user, commit to not abuse your (means of) access.

Users – B&C may grant you, as a candidate, company or other interested party, access to (parts of) the website or applications, at your request. You can launch such a request on the website or with your B&C contact. In principle you can choose your password yourself. In the exceptional case that a password is automatically generated, and B&C delivers you such password, you must immediately change it.

Superusers – With regard to companies, B&C may work with “superusers”. They may be granted the possibility to evaluate requests for access to the company data themselves. In such cases the risk of that approach weighs upon the company and the accountability lies with the superuser(s).

Personal – Access rights to (parts of) the website or applications are personal. You, as a user, must ensure that nobody else uses your login or account. Accountability of all actions via a login or account lies with the person to whom that login or account was assigned. By consequence any damage to B&C or third parties caused by such actions will be allocated to the person to whom the login or account was assigned. Therefore, take the necessary measures, treat your login and password confidentially (do not tell others, do not write them on a piece of paper to linger around, ensure that no one can intercept your communication with B&C hereon, ...), close your session when you leave your computer even for just a while, do not let anyone peek along at your session, choose a hard to retrieve password, change your password regularly (e.g. every month), ...

Authorized – If you (or a superuser) refer to a(nother) person for your login or account, B&C can irrefutably consider that person as authorized to access the data that is made available via the website or the specific application.

Discretion of B&C - B&C can at its sole discretion grant, limit, suspend or refuse access to (parts of) the website or applications. This does not prejudice any agreement to the contrary.

Measures can and will be taken in case of (1) abuse of the access (rights), (2) infringement of these terms of use, (3) use of the website or applications for purposes that are illegal or immoral, or (4) use that is in breach of the integrity, the security or the reputation of the website, any application or B&C.

Privacy Protection and company secrets

Reference – Reference is made to the privacy statements(s) for cookies, this websites and online applications.

Acceptance – Using the website or the applications, you consent to the privacy statement(s) and confirm to take or have taken the necessary steps to signal your objections.

Applicable law and jurisdiction

Law – This website, its use and these terms of use are subject to and construed in accordance with Belgian law.

Jurisdiction – The Belgian courts and tribunals with jurisdiction over Brussels have exclusive jurisdiction to judge any conflicts in relation to this website, its use and these terms of use.

Changes to these terms of use

Changes – At all times B&C can amend these terms of use. B&C will inform you on material changes with a message sent via a channel known to B&C (e.g. email, sms,...). Any other change, the change of mere factual information (e.g. coordinates of contacts) or changes due to a change in the law, B&C may inform you in the same way, only B&C does not commit to do so. In any case B&C urges you and assumes you to, periodically and at least every two months, re-read these terms of use and re-confirm them.