

Terms and conditions for use of credentials Randstad Nederland B.V.

Version January 2024

Introduction

These terms and conditions for use of credentials ('Terms and Conditions') are a legal agreement between you ('you' or 'your') and Randstad Nederland B.V. ('us', 'we' or 'our'). These Terms and Conditions specify the terms under which you may accept an offer for career credential(s) issued by Randstad ("Credential(s)"). The term **Randstad** used in these Terms and Conditions means the legal entity within the Randstad Group that will issue the Credential(s). We handle your personal data carefully according to the [privacy statement](#) of Randstad Nederland B.V.

By accepting the offered Credential(s), clicking "I agree" or "I accept", or otherwise manifesting your assent to these Terms and Conditions, you agree to be bound by these Terms and Conditions.

We reserve all rights to change or modify these Terms and Conditions at any time and for any reason, at our sole discretion. Your continued use of the Credential(s) after constitutes your acceptance of the revised Terms and Conditions.

If you do not agree with any of these Terms and Conditions, you cannot use the Credential(s).

Use of Credential(s); Restrictions

When you accept the offered Credential(s), you represent, acknowledge and agree that:

1. You have provided us with truthful and accurate information about your real identity;
2. You are not impersonating another person, you have not created a false identity or misrepresent your identity, create a profile for anyone other than yourself (a real person); and/or
3. Use or attempt to use another's Wallet or profile to claim Credential(s) from us.

We will be using a corresponding encryption keypair to digitally sign the Credential(s) so it could be trusted by relying parties when you select to present it. One key is used to encrypt the signature (private key) and the other key in the keypair is used to decrypt it (public key).

After signing the Credential(s) using the private key, we will transmit the signed Credential(s) file in a digital format to your career credential wallet or app ("Wallet"). In parallel we will add a record to the blockchain network with the corresponding public key, so that relying parties would be able to access it and verify our signature.

You must only add or accept Credential(s) to your Wallet that are current, relevant, genuine, and accurate - you must not add or accept Credential(s) to your Wallet which do not fulfill such criteria. If the Credential(s) we offered to you contain(s) incorrect information,, you must notify us immediately via: velocity_support@randstad.com.

We will rectify the error, if to the sole discretion of Randstad it is indeed an error, and offer you a Credential(s) with the correct information.

Once the Credential is issued to you, it's your responsibility to store and manage it properly. It's your responsibility to back up your Credential(s), so you'll be able to restore it in case your device is lost, stolen or broken.

You must not attempt to circumvent security, tamper with, hack into the Credential to modify it. We reserve the right, in our discretion, to revoke, suspend or modify the Credential.

You agree to use the Credential(s) in compliance with all Applicable Laws. "Applicable Law" or "Law" in the Terms and Conditions means all local, state, national and international laws, statutes, rules, regulations or common law applicable to you and us in connection to the issuing and use of the Credential(s).

You acknowledge and agree that we have no control and make no representation with respect to the actions of relying parties or any Credential(s) provided by you with any third party. You understand and agree that engaging and sharing your Credential(s) with relying parties is at your own risk.

You agree that you are solely responsible for your conduct while accessing or using the Credential(s). You agree not to misuse the Credential(s). Any use of the Credential(s) other than as specifically authorized herein, without prior written permission, is strictly prohibited.

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No warranty

Randstad does not warrant that the Credential(s) will be accurate or reliable, that the functions contained in the Credential(s) will meet any requirement or needs you may have, or that the Credential(s) will operate error free or in an uninterrupted manner, or that any defects or errors will be corrected, or that the Credential(s) is fully compatible with any particular platform.

The Credential(s) is offered on an "as-is" basis and no warranty, either express or implied, is given. Randstad expressly disclaims all representations, warranties or guarantees of any kind, whether express, implied or statutory in connection with your use or inability to use the Credential(s), including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Some jurisdictions do not allow the waiver or exclusion of implied warranties so they may not apply to you.

You expressly agree that your use of and reliance upon Credential(s) is at your own sole risk.

Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify and otherwise hold harmless Randstad, its officers, directors, employees, agents, subsidiaries, affiliates, representatives and other partners ("Randstad Indemnified Parties"), from any actual or alleged third-party claims, direct, indirect, incidental, special, consequential or exemplary damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses and costs of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured ("Claims"), arising out of, relating to, or resulting from (i) your use or misuse of the Credential(s) or any other matter relating to the Credential(s), (ii) your violation of these Terms and Conditions, (iii) your violation of the rights of another, and/or (iv) your violation of any Applicable Law.

Limitation of liability

You expressly understand and agree that, to the fullest extent permitted by applicable law, Randstad shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages. Including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses arising out of or in any way related to the use of the Credential(s), otherwise related to these Terms and Conditions, use of any blockchain technology, wallets and/or devices. Including, but not limited to, any damages caused by or resulting from reliance by any relying party on the Credential(s), or from mistakes, omissions, interruptions, deletions of files or emails, errors, defects, bugs, viruses, trojan horses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to Randstad's records, or systems, regardless of the form of action.

For the use of the Wallet, the terms and conditions of that Wallet are applicable. Randstad is not responsible and can not be hold responsible for the Wallet.

To the fullest extent permitted by applicable law, in no event will Randstad's aggregate liability to you arising out of or in any way related to these Terms and Conditions, the access to or use of the Credential(s) exceed €100. These limitations and exclusions will apply notwithstanding any failure of essential purpose of any limited remedy.

You agree that any cause of action arising out of or related to these Terms and Conditions or the Credential(s) must commence within one (1) year after the cause of action accrues, otherwise such cause of action is permanently barred.

Applicable law and competent court

These Terms and Conditions, and all dispute or claims (including non-contractual disputes or claims) arising out of or in connection with the same or their subject matter or formation shall be governed by and construed in accordance with Dutch law, without reference to any conflict-of-law provisions. The applicability of international regulations and treaties, such as the United Nations Convention on Contracts for the International Sale of Goods, is excluded to the extent possible.

The parties irrevocably agree that the courts of Amsterdam shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these General Terms, the agreement, or their subject matter or formation.

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How to contact us

For any inquiry, legal notices or service of process, you may write us at: velocity_support@randstad.com. We will make an effort to reply within a reasonable timeframe.

Force majeure

For the purposes of these Terms and Conditions, a party (the affected party) will not be held liable for non-performance of its obligations under the agreement if the Affected Party's non-performance results from events, circumstances or causes beyond the Affected Party's reasonable control, including acts of God, laws or actions taken by government or public authorities, epidemics or pandemics, or war (force majeure).

Miscellaneous

Randstad reserves the right, without notice and in its sole discretion, to terminate your access or use of the Credential(s) at any time and for any or no reason and you acknowledge and agree that we shall have no liability or obligation to you in such event, to the fullest extent permitted by Applicable law.

These Terms and Conditions shall be binding upon and inure solely to the benefit of the Parties and both of our respective permitted successors and assigns, and nothing in these Terms and Conditions shall confer upon another person any legal or equitable right, benefit or remedy of any nature whatsoever as a third-party beneficiary under or by reason of these Terms and Conditions, except as specifically provided herein.

You may not assign or transfer your rights and obligations under these Terms and Conditions to any third party without the prior written consent of Randstad. Any attempt by you to assign or transfer such rights or obligations shall be void and of no force and effect.