

emagine User Agreement and Terms and Conditions

Welcome to emagine! Before you use our online platform, please take a moment to read this User Agreement and Terms and Conditions carefully. It outlines your user rights and responsibilities as a user of our platform. By accessing or using our platform, the User agrees to comply with and be bound by these terms.

1. Introduction

This document is to set up the terms and conditions for the services of the online job board ("emagine.org") provided on the emagine websites and the mobile application.

- 1.1. Agreement:** This User Agreement and Terms and Conditions ("Agreement") is a legally binding contract between the User and emagine Consulting AS, with its registered office in Sydhavnsgade 16, 2, 2450 København SV, CVR number 26249627, and affiliate companies within emagine group ("Service Provider").
- 1.2. Purpose:** This Agreement governs the User remote access to Service Provider's portal and mobile application ProManagement ("The Service"). ProManagement is an internally developed ERP system (Enterprise Resources Planning system) that allows high-end IT and Business consultants to create accounts in order to connect and find potential project opportunities with Service Providers' clients ("Client(s)"), according their specific requirements.
- 1.3. Services:** The services provided by the Service Provider are:
 - (i) accepting job applications from candidates,
 - (ii) forwarding job applications to the Clients along with information about recommendations
 - (iii) providing the Client with contact details of the candidate
 - (iv) looking for projects corresponding to candidates' specific skills and experience

The services are provided based on the agreement between emagine and the candidate.

The access to job offers at emagine.org is available to everyone and free of charge.

The portal is used only to use the services referred to in this section 1.3. It is not allowed to use emagine.org for other purposes, in particular, to promote other websites, products or services.

The User is informed about job advertisements matching their professional profile, may be sent to them by e-mail (to the e-mail address provided) or by phone.

If the job advertisements proposed by the Service Provider are of the User interest, the User may start the application process for this position, under the conditions set out in the Agreement.

2. Registration and Account

- 2.1. User:** The User is a natural or legal person who:
 - (i) expresses the will to be engaged to a project as a contractor, and
 - (ii) creates an account on emagine.orgThe User may be a natural person conducting or willing to conduct a business activity.

- 2.2. **Eligibility:** To use the Service, the User is required to be capable of entering into a legal contract and have relevant expertise either in IT or Business Consulting. The User confirms that they fulfil the requirements described in the preceding sentence, by registering the User account.
- 2.3. **Account Information:** The Account can be created by every natural person. The User can create only one account with a particular email address. Creating and deleting accounts is free of charge.
- 2.4. **Technical requirements:** The User should meet the following technical requirements to use the Services:
 - a. having internet access,
 - b. Firefox, Opera, Chrome, Safari internet browser or any other browser serving HTML5 of the IE 10.0. or higher standard (IE8 and IE 9 standard may have limited functionality),
 - c. possessing an email address.

The Service Provider represents that it may be necessary to turn on a Java, Javascript, Adobe Flash, XML, DHTML service and the manual transmission encryption SLL protocol in the browser in order to make use of all functionalities of emagine.org.

The Service Provider reserves that using emagine.org may involve the standard risk related to using the Internet and recommends users to take adequate measures to mitigate this risk.

3. User Responsibilities

- 3.1. The User is solely responsible for all content submitted via emagine.org.
- 3.2. The User is obliged to provide the Service Provider with all the information necessary for the proper Services provision.
- 3.3. Failure to provide appropriate information results in the lack of liability of the Service Provider for failure to comply with the terms and conditions specified in this Agreement.
- 3.4. When using the Service, it is forbidden to:
 - (a) intentionally provide false information;
 - (b) intentionally provide a content that is offensive, illegal, or violates third parties' rights;
 - (c) using the Service to publish advertisements or any information of commercial nature,
 - (d) taking actions that interfere with the structure or architecture of the Service;
 - (f) use of the Service for the purpose of conducting competitive activities to the
 - (g) share the account with other people
- 3.5. The User is obliged to notify the Service Provider immediately about any violations of this Agreement known to them, and about the unlawful nature of the data, or of the actions taken using the Service.
- 3.6. If the User violates this Agreement, Service Provider reserves the right to discontinue the provision of the Service, delete any of the User data, and take any other actions permitted by law, for which the User will not have any claims against the Service Provider.

4. User Content

4.1. Ownership: The User may use our Services and provide us with some content, observing the rules specified in this Agreement. We do not verify such content and do not claim having the ownership of it.

4.1.1. By making the User content available to us, the User has us save and – if applicable – make the content available to our customers. We use the User content under the terms and conditions of this Agreement.

4.2. License: The License to use User content will be made available to the Service Provider. The User represents, that they have the right

(i) to provide the Service Provider with the information and

(ii) to grant the Service Provider the right to use the information as described above.

4.2.1. By submitting the User content to the Service Provider, the User grants a non-exclusive, territorially unlimited license for the term of the Agreement, to use the content for the purpose of providing the Services under this Agreement, what includes the right to save, reproduce, format, reformat, technically edit, transmit, the content, analyse it and evaluate statistically and/or our own or by third parties.

4.2.2. The User represents and warrants that the User hold all the rights to the content the User provide that are required to grant the license as per the provision above, and that usage of the User information by the Service Provider, in accordance with this Agreement, will not infringe any applicable legal provisions, nor intellectual property rights or other rights of third parties.

4.2.3. The User hereby agrees to indemnify, defend, and hold harmless the Service Provider and its subsidiaries, representatives, employees, and owners, against any claims, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and costs) based on (i) any failure or breach of this Agreement, (ii) any misuse by the Service Provider.

4.3. Copyright:

4.3.1. The layout of emagine.org is under copyright protection. The Service Provider is a sole holder of all the rights to the content of emagine.org, including its graphic elements, selection and layout of the website pages, content, logotypes, trademarks, digital content, software, databases, and other elements of the website page, unless explicitly specified otherwise.

4.3.2. Copyrights related to the website and the content referred to in par. 4.3.2 above are protected by the Act on Copyright and Related Rights.

4.3.3. The Users and third parties are not entitled to copy, modify, reproduce, distribute, download or publish in any way or in any form, all or part of any content made available on the website, unless expressly stated otherwise.

4.3.4. The User and third parties are not entitled to copy, modify, reproduce, distribute, download, or publish in any way or in any form all or part of any content made available on the website, unless expressly stated otherwise.

4.4. Personal Data:

4.4.1. We assume that the User agrees to the processing of the User's personal data according to this Agreement, by including this data on the User's emagine account. For the purposes of performing this Agreement, we need at least the User's first and last name, place of residence, contact details, skills, and experience. It is optional to upload a picture.

4.4.2. Some of our customers may ask for some specific, additional personal data, as a condition for concluding a contract. In such case, the User will be requested to provide one or more of the following:

- (a) Proof of a clean criminal record (only if there is a legal obligation for that imposed on the Customer and us)
- (b) Photo
- (c) ID
- (d) Copies of diplomas
- (e) References
- (f) Internet check of e.g. the first 5 pages of Google search on the User name
- (g) Other validations of CV information
- (h) Sanctions List Checking (UN, UK, US, EU)

The data specified under letter b, d, e and f will be stored by the Service Provider in accordance with our retention periods set up in the Privacy Policy (see section 7.1). The Service Provider will not store the User's criminal record. Such data should be provided in a way agreed with the Service Provider. There is no need to upload it to our platform.

4.4.3. For the purpose of self-billing and contracts we can ask the User to provide bank account information and possibly the local social security numbers in order to make binding contracts and handle payments, as well as tax domicile certificate, if the User business activity is registered outside the EEA.

4.4.4. Sensitive personal data:

The User is requested not to enter any sensitive personal information, such as their religion, race, political leaning, union membership, sexual orientation, or health information, since this type of information is not allowed to be stored in the emagine database.

4.4.5. The Access to the User data: The content the User entered to their account will be shared between all the offices and subsidiaries of the emagine network, so that the User profile will be possible to be matched with the whole range of customers. All emagine entities can be found at <https://emagine.org/about/corporate-info/>

4.4.6. Our customers have no access to the Users database.

4.4.7. If the User expresses their interest in a recruitment process for a particular project, their account data will be sent to the customer for review. The User's personal data will never be provided to the Client without the User's prior consent.

4.4.8. Before the Service Provider forwards the User's account data to the customer, emagine sourcing department may edit the User's information in order to improve their CV, or to assist the User with updating their profile. The User can always see their current CV data on the User's account.

4.4.9. In case the User has already been engaged to a specific project, other consultants will be able to see the User name, position and – if applicable - picture (uploading picture is optional) in a list of colleagues on the CV website, and in our ConsultantApp.

4.4.10. Clients to whom we presented the User profile or for which the User provided services, may also have online access to the User's name, qualification, picture, and the User's updated profile for up to 5 years from the last business contact with the User.

5. Communication and Projects

5.1. The User may communicate with the Service Provider through the communication channels specified on the Service Provider's website, or in a particular job offer, such as e-mail address, phone number, or website form.

5.2. If the User does not want to be contacted about projects for a specific period of time, the User can choose to switch to 'Inactive consultant' on the page "Personal data". In this case the

User will no longer be routinely contacted, however the User's data will be kept until the User deletes their account. The User can always re-activate their profile.

- 5.3. When customers contact the Service Provider asking for a consultancy service, and the User competences are a good match, emagine will contact the User to confirm that they are available and interested in a particular project.
- 5.4. The User is always free to reject a project, while continuing to autonomously seek for other projects.
- 5.5. Setting the User's 'available from' data correctly, or changing the mode to 'Inactive', will reduce personal contact from us regarding job opportunities, until the User will be available again.

6. Limitations of Liability

- 6.1. The Service Provider does not guarantee that the Client will be interested in the User's candidacy, nor that the User will receive a job offer.
- 6.2. The Service Provider is not liable for loss of profit.

7. Data protection

- 7.1. **Privacy Policy:** The Service Provider has implemented the Privacy Policy that is defined in a separate document. The Privacy Policy contains detailed information on the processing and protection of personal data by the Service Provider and can be accessed via this [link](#).
- 7.2. The Service Provider is a controller of the User's data and processes the User's data as a part of the Services, to the extent necessary to perform this Agreement properly, in accordance with all applicable data protection provisions.
- 7.3. The database is physically located at the emagine headquarters in Denmark and as processing of personal data takes place within the territory of the European Economic Area, the General Data Protection Regulation (GDPR) is applicable.
- 7.4. During the application process, the User's profile, the User's CV, contact details, and other data the User provided, are shared with the Client, upon the User's prior consent.
- 7.5. The Service Provider processes and utilizes the Users' data collected during the performance of the Agreement and within the framework of these terms of service, specifically to the extent necessary to fulfil the Agreement properly, in accordance with all the applicable European and local data protection provisions.
- 7.6. **Data deletion:** The information the User enters on this site or provides to the Service Provider in the context of the User's account in any other ways, such as via e-mail, phone and/or interviews, can be deleted by clicking a "delete me" button in the User account (log in, go to the page "Personal data", and choose to be deleted).
- 7.7. **Data retention period:** We keep the User's personal data for up to 5 years from the last business contact. If the User chooses to be deleted (see 7.6), the Service Provider will carry this out without undue delay. The User will receive confirmation of the deletion as soon as it is completed.

8. Termination

- 8.1. This Agreement is concluded for an indefinite period of time. Either party may terminate this Agreement at any time with immediate effect and without cause.

8.2. At any time, and without explanation, the User can choose to stop the cooperation by deleting the User data (see section 7.6) or suspend the use of emagine's Services for any period of time (see Section 5.5).

9. Governing Law

9.1. Any issues that were not addressed in this Agreement will be governed by generally applicable Danish law.

10. Changes to the Agreement

10.1. These terms and conditions come into force on 25 March 2024

10.2. This Agreement can be amended by the Service Provider anytime. The User will be informed of such an amendment by email sent to the address the User provided to the User profile. The amendments come into force no less than seven days after we informed the User about the change.

10.3. If the User continues to use the Services after the amendments came into effect, we will assume the User have accepted the new version of this Agreement.