emagine User Agreement and Terms and Conditions

Welcome to emagine! Before you use our Services (as defined in section 1.8 below), please take a moment to read these User Agreement and Terms and Conditions carefully. They outline your rights and responsibilities as a user of our Services. By accessing or using our tools, you agree to comply with and be bound by these terms.

1. **Definitions**
   - 1.1. Agreement: This document containing the User Agreement and the Terms and Conditions.
   - 1.2. Consultant: Delivers consultancy services either as a natural person or as a one-person company.
   - 1.3. Agency: Natural or legal person that delivers consultancy services by staff or subcontractors.
   - 1.4. User: Every Consultant ("Consultant User") and Agency ("Agency User") which have accepted the Agreement.
   - 1.5. Candidate: The person that is intended to perform or currently performs in a project (e.g. Consultant or employee of an Agency).
   - 1.6. Client: The client of the emagine Group in whose project the Candidate is intended to perform or currently performs.
   - 1.7. User Content: Content provided by Users to emagine in the course of this Agreement.
   - 1.8. Services: The Services provided by emagine according to this Agreement. These are:
     - administrating applications from Users,
     - looking for projects corresponding to User's specific skills and experience,
     - forwarding Candidate profiles to the Clients along with recommendations (tailoring the Candidate's profile according to emagine's know-how and best practices),
     - facilitating contact between the Client and the Candidate,
     - facilitating execution and settlement of assigned projects.
     - offering an online tool where Users can enter, update and administer User Content ("Portal"). This may include, but is by no means obligatory, an associated mobile app.
2. **Registration and Account**
   - 2.1. Account creation: Users have to create an account in the Portal. Consultant Users create that account for themselves. Agency Users create their own account and, subject to section 4.4.2, create accounts on behalf of their employees and subcontractors. If the Agency User's own account is created by an employee of the Agency, it is mandatory that this person has the authorization to represent the Agency, as this account will always be assigned to the Agency and not to the representative.
   - 2.2. Eligibility: To use the Services, the Consultant User is required to be capable of entering into a legal contract, be an entrepreneur, and have relevant expertise in IT, engineering or business consulting. The Agency User is required to be capable of entering into a legal contract, be an entrepreneur, and have employees or subcontractors who have relevant expertise in IT, engineering or business consulting. By registering an account in the portal a User confirms that they fulfil the respective aforementioned requirements.
   - 2.3. Account Information: The account can be created by every natural or legal person. Consultant Users can create only one account with a particular email address. Agency Users can enter themselves and their employees or subcontractors.
   - 2.4. Technical requirements: The User should meet the following technical requirements to use the Services:
     - Internet access,
     - Firefox, Opera, Chrome, Safari internet browser or any other browser implementing the newest W3C standards (otherwise limited functionality might occur),
     - email address.

     emagine advises 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 the Portal.
     Furthermore, emagine would like to draw attention to the usual risks associated with Internet use and recommends that Users take appropriate measures to minimise these risks. These include, among others, up-to-date security software and an awareness of the risks involved when disclosing personal data.
3. **User Responsibilities**
   - 3.1. The User is solely responsible for all content submitted by them to the Portal.
   - 3.2. For the proper provision of the Services, the User shall provide emagine with all information marked as necessary, or otherwise required by legal requirements.
   - 3.3. When using the Portal, it is forbidden to:
     - provide false information,
     - provide a content that is offensive, illegal, or violates third parties' rights,

- using the Service to publish advertisements or any information of commercial nature,
- taking actions that interfere with the structure or architecture of the Service,
- use of the Service for the purpose of conducting competitive activities to emagine,
- share the account with other people.

3.4. The User is obliged to notify emagine immediately about any violations of this Agreement known to them, and about the unlawful nature of the data, or illicit actions taken using the Portal.

3.5. If the User violates this Agreement, emagine reserves the right to discontinue the provision of the Service, delete any of the User data, and take any other actions permitted by law, including but not limited to, claiming damages.

3.6. The Portal is to be used only to utilize and support the Services. It is not allowed to use it for other purposes, in particular to promote other websites, products, or services. If emagine considers a job advertisement matching, it will inform the User by means of the contact data stored on the Portal. emagine does not guarantee that a Client will be interested in the User's candidacy, nor that the User will receive a project offer.

3.7. The User shall comply with the applicable Supplier Code of Conduct, which can be found at https://static.emagine.org/shared-assets/PublicDocuments/GP-SCC-POL-Supplier-Code-of-Conduct.pdf , including any updates or changes made to the Supplier Code of Conduct over time.

4. **User Content**

4.1. Ownership: The User may use the Portal and provide emagine with User Content, observing the rules specified in this Agreement. emagine does not verify User Content and does not claim to gain the ownership of it. By making the User Content available to emagine, the User mandates emagine to save it within the Portal and – if applicable – make it available to Clients. In doing so, emagine will abide by this Agreement.

4.2. License: The User hereby grants emagine the right to use User Content in the abovementioned way. The User represents, that they have the right:

- to provide emagine with the information, and,
- to grant emagine the right to use the information as described above.

4.2.1. By submitting the User Content to emagine, the User grants a non-exclusive, territorially unlimited license for the term of the Agreement, to use the User Content for the purpose of providing the Services under this Agreement, which includes the right to save, reproduce, format, reformat, technically edit, transmit, analyze and evaluate the content. This may also happen with the help with assigned third parties or artificial intelligence tools.

4.2.2. The User represents and warrants that it holds all the necessary rights to grant the license as per the provision above, and that usage of the User Content by emagine, 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 emagine 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 Section 4 by the User, (ii) any misuse by the User.

4.3. Copyright:

4.3.1. The organization and layout of the Portal is under copyright protection. emagine is the sole holder of all the rights to the content of the Portal that is not User Content, 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. 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 Portal, unless expressly stated otherwise.

4.4. Personal Data: The performance of this Agreement requires the processing of personal data.

4.4.1. For Consultant Users it is the personal data the Consultant User provides to the Portal which comprises as a minimum: first and last name, place of residence, and e-mail address. It is optional to upload a picture.

4.4.2. For Agency Users it is the personal data the Agency User (if that is a natural person) provides to the Portal which comprises as a minimum: first and last name, place of residence, and e-mail address. It is optional to upload a picture. It also comprises the personal data of their employees or subcontractors the Agency User provides to the Portal ("Included Data Subjects") which comprises as a minimum: first and last name. It is optional to upload a picture. If the User is an Agency User, it represents and warrants that it has obtained consent from each Included Data

Subject or a different legal basis to have their data processed in the Portal in accordance with the stipulations of this Agreement and emagine's Privacy Policy (see below 7.1). The Agency User is obliged to inform Included Data Subjects about all data processing emagine conducts in the course of this Agreement by informing them about the content of this Agreement and the Privacy Policy. The Agency User will monitor the status of its Included Data Subjects and will delete their accounts in emagine's Portal immediately if they withdraw their consent, terminate their contractual relationship with the Agency User, or for any other reason seize to have a legal basis for data processing.

4.4.3. Some Clients may ask for specific, additional personal data, as a condition for concluding a contract. In this case, the User will be asked to provide this information which may be one or more of the following but is not limited to those:

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

The data specified under letter (ii), (iv), (v) and (vi) will be stored by emagine in accordance with the retention periods set up in the Privacy Policy (see below 7.1). emagine will not store the User's criminal record. Such data should be provided in a way agreed with emagine. There is no need to upload it to the Portal.

4.4.4. For the purpose of self-billing and contracts emagine may 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 a tax domicile certificate, if the User's business activity is registered outside the EEA.

4.4.5. 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 Portal.

4.4.6. The Access to the User Content: The User Content will be shared between all the offices and subsidiaries of the emagine Group, so that the User profile can be matched with the whole range of emagine's Clients, thus increasing the chances of finding a matching project. All emagine entities can be found at https://emagine.org/about/corporate-info/

4.4.7. Clients have no access to User data in our Portal unless it is User Data about a Candidate who is already engaged in a project with that Client.

4.4.8. If the User expresses their interest in a recruitment process for a particular project, their relevant data from the Portal will be sent to the Client for review. The User's personal data will never be provided to the Client without the User's prior acceptance.

4.4.9. Before emagine forwards User Content to the Client, it may edit it in order to improve the CV, or to assist the User with updating their profile. The User can always see their current CV data in the Portal.

5. **Communication and Projects**

5.1. The User may communicate with emagine through the communication channels specified on emagine's website, or in a particular project offer, such as e-mail address, phone number, or website form. emagine may contact the User in the performance of this Agreement.

5.2. If the User does not want to be contacted about project opportunities for a specific period, 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 or the retention period expires. The User can always re-activate their profile.

5.3. When Clients contact emagine asking for a consultancy service, and emagine considers the User competences are a good match, emagine will contact the User to confirm availability and interest 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 emagine regarding job opportunities, until the User will be available again.

6. **Limitations of Liability**

6.1. emagine is not liable for loss of profit.

7. **Data protection**

7.1. Privacy Policy: The Privacy Policy contains detailed information on the processing and protection of

personal data by emagine and can be accessed via this link. As amended from time to time, it forms an integral part of this Agreement.

7.2. emagine is controller of the personal data contained in the User Content and processes it 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. All emagine's servers and infrastructure are hosted with European Microsoft Azure datacenters in a Geo-Failover configuration (Netherlands/Ireland) running 3 physical datacenters in each location. The processing underlies and occurs in accordance with the General Data Protection Regulation (GDPR).

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 acceptance.

8. **Termination**

8.1. This Agreement is concluded for an indefinite period. 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 Content or suspend the use of emagine's Services for any period of time (see Section 5.2).

8.3. Should there be no business contact between the parties for more than five years, the User Content will automatically be deleted which ends the Agreement with immediate effect.

9. **Governing Law, venue**

9.1. This Agreement is governed by Danish law. The place of jurisdiction is Copenhagen.

10. **Changes to the Agreement**

10.1. This Agreement comes into force on 18th of June 2025.

10.2. This Agreement can be amended by emagine anytime. The User will be informed of such an amendment during the next log-in. The amendments come into force upon using the Services upon said notification.