



# DYNASOURCE / TERMS AND CONDITIONS

THE AGREEMENT SET OUT BELOW, WHICH CONSIST OF TERMS AND CONDITIONS AND A PRIVACY POLICY (COLLECTIVELY '**TERMS**'), ARE BETWEEN **YOU** AND **DYNASOURCE B.V.** A PRIVATE COMPANY WITH LIMITED LIABILITY UNDER THE LAWS OF THE NETHERLANDS, HAVING ITS REGISTERED OFFICES IN AMSTERDAM (DUTCH CHAMBER OF COMMERCE NUMBER: 59322993) (**DYNASOURCE**), AND GOVERN YOUR USE OF THE PLATFORM, THE WEBSITE, AND ITS CONTENT ALL IF, AND TO THE EXTENT MADE AVAILABLE TO YOU FROM TIME TO TIME, YOUR PRIVACY AND RELATED MATTERS.

DYNASOURCE IS AN INTERNATIONAL COMPANY PROVIDING A MEMBER ONLY ONLINE SOURCING PLATFORM AND COMMUNITY, WHICH ENABLES MEMBERS TO LINK AND MATCH DEMAND AND SUPPLY FOR SPECIALIZED IT PROFESSIONALS, AND OTHER RELATED SERVICES MADE AVAILABLE ON [WWW.DYNASOURCE.COM](http://WWW.DYNASOURCE.COM).

THE PLATFORM AND ITS CONTENT IS HEREINAFTER REFERRED TO AS: '**PLATFORM**', THE WEBSITE AND ITS CONTENT IS HEREINAFTER REFERRED TO AS: 'WEBSITE'. DYNASOURCE IS HEREINAFTER REFERRED TO AS: '**WE**' AND '**US**'.

BY ACCESSING, BROWSING, OR OTHERWISE USING THE PLATFORM AND/OR WEBSITE (WHICH INCLUDES OR MAY INCLUDE PRODUCTS, SERVICES AND INFORMATION, WHETHER FROM DYNASOURCE OR THIRD PARTIES), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THESE TERMS OR COMPLIANCE OBLIGATIONS, PLEASE DO NEITHER USE THE PLATFORM AND/OR WEBSITE.

IF YOU WISH TO APPLY FOR A FREE TRIAL OR A MEMBERSHIP OF THE PLATFORM, YOU NEED TO TICK THE BOX THAT YOU AGREE TO THESE TERMS, AND CLICK 'SUBMIT'. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT TICK THE BOX, AND DO NOT REGISTER. THANK YOU.

## A. TERMS AND CONDITIONS

### 1 PLATFORM

The platform is owned by Dynasource. it is intended to provide general use by you, and is not intended to grant any agreement or assignments between you and us or a third party. You bear the risk of any financial and other consequences that may arise or occur in any way from using the platform without first obtaining further professional verification and advice.

A free trial or a membership to the platform is subject to invitation, enrollment, assessment and pre-checks, as well as continuous monitoring, all at the discretion of Dynasource. Once you are granted such free trial or membership, Dynasource welcomes you as a member as well as your contributions, as defined below, on the platform or otherwise to Dynasource. Herewith you grant us a worldwide, irrevocable, perpetual, transferable, exclusive and royalty-free right to use your contributions in any way we deem useful or necessary at Dynasource's sole discretion, which grant we herewith accept.



You are responsible for any information, your profile, company logo and other content you contribute or otherwise provide or make available in any way to us or the platform (**'your contributions'**). You herewith indemnify and hold us harmless from and against any and all claims of third parties, including any damages, losses, costs and expenses, relating to or arising in whatsoever manner from your contributions. We at all times have the right to terminate your free trial or membership without further notice, with cause as well as without cause.

If based on your contributions a match between you and another member of the platform is established (**'match'**) and you and your match have agreed to the match in an agreement (**'approved match'**), you procure and shall be obliged to promptly notify Dynasource by email to [match@dynasource.com](mailto:match@dynasource.com) about your approved match, including particulars as necessary to calculate the relevant transaction fee or as otherwise requested by Dynasource. You are responsible for any relationship you have or may have with your approved match, persons, companies, (tax and other) authorities and other third parties (collectively: **'third parties'**), and for verifying and making sure that You are free and not restricted to perform, provide or otherwise make available in any way your Contributions.

In the event of a membership, You shall be due and pay a fee(s) as described in the pricelist available on [Dynasource.com](https://www.dynasource.com), in accordance with the provisions of these Terms.

All rates, prices and other fees shall be expressed in US Dollars (USD), are net, and shall be exclusive of all sales and related taxes as well as withholding and other taxes and levies due under applicable law. If You are based in Europe, than all rates, prices and other fees shall be expressed in Euro (EUR), are net, and shall be exclusive of VAT as well as withholding and other taxes and levies due under applicable law. Payment shall take place without any set-off, deduction or suspension. All invoices of Dynasource will be paid integrally and not later than fourteen (14) calendar days after the date of the invoice.

We at all times have the right to update and otherwise alter the Platform as well as these Terms without further notice. Dynasource also reserves the right to revise (any part of) the content of the Platform or withdraw access to it at its discretion at any time. We recommend that You regularly check whether the Platform and these Terms have been amended.

We are not responsible or liable for and do not in any way warrant the availability of, access to, or use of the Platform, and that the Platform will be uninterrupted, without delay, error-free, omission-free or free of viruses. We are also not responsible or liable for and do not in any way warrant that the Platform is up-to-date, correct, accurate or complete. All information in the Platform is provided 'as is', without warranty any kind, express or implied, including, but not limited to warranties of performance, merchantability and fitness for a particular purpose. Your use of the Platform is for Your sole risk and account.



We do not warrant that emails or other electronic communications will be received and processed in a timely or proper manner, and do not accept any liability for the consequences of the non-receipt, late receipt, non-processing or late processing of such emails or other electronic communications.

We do not accept any liability whatsoever for any damages, costs, expenses, or loss of income that either directly or indirectly arise from or relate to the fact that the Platform has not been maintained, amended, updated or deleted, the failure to properly maintain the Platform, from making the Platform available to users, or the use of the Platform by users or third parties, from being able to access other websites through the Platform, or from the proper or improper functioning of the equipment, system, software and/or networks that are used in connection with the access to and use of the Platform. These exclusions of warranty and liability also extend to members of the board and employees of Us.

## 2 WEBSITE

The Website is owned by Dynasource. It is intended to provide general use by You, and is not intended to grant any agreement or assignments between You and Us or a third party. You bear the risk of any financial and other consequences that may arise or occur in any way from using the Website without first obtaining further professional verification and advice.

We at all times have the right to update and otherwise alter the Website as well as these Terms without further notice. Dynasource also reserves the right to revise (any part of) the content of the Website or withdraw access to it at its discretion at any time. We recommend that You regularly check whether the Website and/or these Terms have been amended.

The reproduction, permanent storage and/or retransmission of (any part of) the content of the Website are prohibited without the prior written (by email, fax or mail) consent by Us. Permission is given for the downloading and temporary storage of (any part of) the content of the Website for the purpose of viewing it on a monitor or other device. The content of the Website is provided for general information purposes only and does not constitute any professional advice or agreement. The content is provided only as general information 'as-is', which may not be accurate, correct and/or complete. We reserve all rights that Dynasource has related to the Website.

## 3 MISCELLANEOUS

This Platform and Website may contain links and access to other websites maintained by third parties. We cannot be held liable or responsible for the contents of these third-party websites, nor for the quality of the services and information offered on these websites. We do not have any control over and are not responsible for third-party websites containing links to the Platform and Website, or for the contents of those websites.

We do not warrant the security of the Platform and Website, particularly with respect to the possibility of whether unauthorized third parties can gain access to the data that users enter via the Platform and Website, and whether that



information can be intercepted and/or manipulated. If information provided via the Platform and Website is also provided in writing, the written version will prevail in the event of inconsistencies between texts.

From time to time, we will revise these Terms, the Platform and the Website, without further notice. We recommend that You regularly check whether the Policy has been revised. However, we will notify You via a prominent notification on our Website about any major changes that would negatively impact your interests, although we are not envisioning any such changes in the near future. The Terms do not apply to third-party websites that may be accessed through links on the Website.

These Terms, the Platform and the Website are exclusively governed by the laws of the Netherlands. Any and all disputes that may arise with respect to these Terms and/or the Website will be referred exclusively to the competent court in the Netherlands, without prejudice to the right of either party to apply for disposition by summary proceedings and unless We as plaintiff or petitioning party elects for the competent court of the domicile or place of business of You. Parties hereby irrevocably waives any right to a jury trial in any action or proceeding between You and Us whether hereunder or otherwise.

## B. PRIVACY POLICY

CONCERNING DEFINITIONS IN THIS PRIVACY POLICY, REFERENCE IS MADE TO THOSE SET ABOVE. FOR PURPOSES CONCERNING THIS PRIVACY POLICY, THE PLATFORM AND THE WEBSITE ARE OPERATED BY DYNASOURCE B.V. AND TO THE EXTENT APPLICABLE ALSO FOR THE BENEFIT OF DYNASOURCE B.V. ('DYNASOURCE'). DYNASOURCE IS HEREINAFTER REFERRED TO AS: 'WE' AND 'US'.

When You visit respectively log into the Platform and/ or the Website, whether or not you become or are a member of Dynasource, We may register Your personal data. We will only use this personal data for the purposes described in this Policy and will protect any personal data collected in accordance with the applicable laws. This Policy contains information regarding the objectives that We pursue when registering personal data collected on the Platform and Website and how You can exercise your rights with regard to your personal data.

### 1 PRIVACY

We collect and process data concerning visitors and members to the Platform and Website for the benefit of the business operations of Dynasource, in order to inform You about, and to provide respectively make available content, services, connections and Matches that may be relevant to You, and to develop and to make those available, and to develop website statistics.

Information that You provide may be used to contact You, for example, to introduce You to a Match, or to offer You a membership, sent You a newsletter and other content, products or services that may be of interest to You, unless You inform Us through [info@dynasource.com](mailto:info@dynasource.com) that You do not wish to receive any offers from Dynasource. We will not use



the Platform and Website to collect special personal data such as information regarding political views, race, religious beliefs, health, criminal-law data, or other matters.

## 2 COOKIES

Obviously, Dynasource respects your choices of Cookies settings. See for more information about Cookies: [www.allaboutcookies.org](http://www.allaboutcookies.org). Dynasource use cookies and beacons, to help Us to remember your login data, authentication data, and other essential information, but also to help us to remember non-essential information such as your preferences or to recognize your device the next time You visit the Platform and Website. Certain cookies contain Personal information – for example, if You click to ‘remember me’ when logging in, a cookie will store your username.

Dynasource uses third parties to serve Cookies. Currently, we use (i) Google Analytics by Google Inc. this to help us monitor our Platform and Website traffic, (ii) Monitoring cookie of Statcounter to monitor the performance of our Website, this is no user tracking cookies (iii) Twitter, Facebook, LinkedIN, Google+ in order for you to easily log in if you may want to follow us on those platforms, or follow our social stream or share content from our Website, and (iv) Doubleclick.net in order to help us to monitor Your preferences on Our Website.

The Platform, Website and applications may include buttons, widgets or content that link to third party services, for example the Twitter, Facebook and LinkedIN links on the Website, by which these third parties may serve you Cookies. Dynasource does not control the dissemination of these third party Cookies and cannot block Cookies from those sites. For that, please check the relevant third party website for more information.

If You want to receive Cookies on the Platform and Website, other than analytic Cookies set above, You can opt-in. If You do not want us to collect personal data with Cookies from Dynasource, You can decide not to opt-in. We may need to set essential/required Cookies so that We can remember Your choices when You next visit the Website from the same browser.

Please also be aware that we make every effort to respect Your choices, however, there is the possibility that not all Cookies will be captured. If this is a concern then we would recommend that You change Your cookie settings via Your browser; Your browser help function will tell You how.

## 3 MISCELLANEOUS

From time to time, we will revise this Policy, without further notice. We recommend that You regularly check whether the Policy has been revised. However, we will notify You via prominent notifications on our Platform or Website about any major changes that would negatively impact your interests, although we are not envisioning any such changes in the near future. The Policy does not apply to third-party websites that may be accessed through links on the Platform and Website.



The Policy is exclusively governed by the laws of the Netherlands. Any and all disputes that may arise with respect to the Policy will be referred exclusively to the competent court in the Netherlands, without prejudice to the right of either party to apply for disposition by summary proceedings and unless We as plaintiff or petitioning party elects for the competent court of the domicile or place of business of You. Parties hereby irrevocably waives any right to a jury trial in any action or proceeding between You and Us whether hereunder or otherwise.

Questions regarding this Policy, regarding insight into and the accuracy of information that You provided to Us via the Platform and Website, or requests to have outdated information deleted, may be submitted to our Us via the following email address: [info@dynasource.com](mailto:info@dynasource.com).