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## Terms of Use

Version 3 – Valid as from [\*\*\*] January 2018

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The website (platform) [www.brightowl.pro](http://www.brightowl.pro), the BrightOwl mobile application and underlying IT systems (hereinafter also jointly referred to as the “**BrightOwl Platform**”) are owned and operated by Expert Workplace NV/SA, with registered seat at Kanunnik De Deckerstraat 20, box a, 2800 Mechelen, Belgium, VAT BE 0542.416.773, RPR Mechelen (hereinafter referred to as “**BrightOwl**”).

BrightOwl has developed the BrightOwl Platform in order to facilitate consultancy, project sourcing and staffing activities and services for the life sciences industry by providing unique matchmaking services between jobs and experts.

The purpose of the present terms of use is to set forth the terms, conditions and modalities under which BrightOwl will provide access to the BrightOwl Platform and said unique matchmaking services to the companies and the experts registering and using the BrightOwl Platform.

By registering on the BrightOwl Platform, you (hereinafter also referred to as the “**company**” or the “**expert**”, as appropriate) agree that you have read and accept the present terms of use consisting of the Terms of Service, Data and Privacy Policy, Cookie Policy and Payment Terms set forth below and hereinafter jointly referred to as the “**agreement**” or “**Terms of Use**”:

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## **I. General Terms and Conditions and Terms of Service**

### **1. Registration and use**

1.1 When registering on and using the BrightOwl Platform, you will:

- provide true, accurate and up-to-date information and data, including, as an expert, your real name and data and true, accurate and up-to-date information (such as when in your CV);
- update the data as soon as possible in case of any change thereof;
- accept that the BrightOwl Platform is dedicated and restricted to companies or experts active in the life sciences industry with the exclusion of competitors of BrightOwl and that no other (natural or legal) persons are allowed to register, except in case BrightOwl has granted its prior, written and explicit consent;
- not create more than one account;
- not create an account for any third party without her/his prior, explicit and written consent;
- create a secure password to use the BrightOwl Platform and will not share it with any third party;
- not log in using the log-in data of third parties without her/his prior, explicit and written consent;
- not use the BrightOwl Platform in a way and will not post or upload on the BrightOwl Platform any data, files or other content that could might jeopardize the proper working, performance, appearance, availability, security and integrity of the BrightOwl Platform and the underlying IT systems or your account or that of others, that contain viruses, Trojan horses, malicious codes, worms, spyware, malware and the like, that is or could reasonably considered to be harmful, discriminatory, obscene, indecent, hateful, racist, defamatory, harassing, offensive, threatening, misleading or otherwise inappropriate or unlawful, that constitutes a breach of privacy or data protection rights, intellectual or industrial property rights or any other rights of any third parties;
- not post any advertisements or any other commercial messages without BrightOwl's prior, explicit and written consent;
- comply with the way of working of BrightOwl as described on the BrightOwl Platform.

1.2 BrightOwl is not obliged to monitor the data, files and other content that you upload. However, BrightOwl will at all times be entitled to immediately, at its own discretion and without prior notice, restrict, suspend, block or remove your account and/or your access to the BrightOwl Platform or to your account and to terminate this agreement if you violate any provision of these Terms of Use.

## **2. Intellectual property rights**

2.1 The BrightOwl Platform is protected by copyright owned by BrightOwl. Subject to your agreement and compliance with these Terms of Use, when registering on the BrightOwl Platform, BrightOwl grants you a personal, non-exclusive and worldwide license to use the BrightOwl Platform for the duration of your registration on the BrightOwl Platform.

2.2 You will not modify or in any way incorporate the BrightOwl Platform or any part thereof in any other work, publication or website.

2.3 When you upload any data, files and other content on the BrightOwl Platform or provide these to BrightOwl in any other way, you thereby grant BrightOwl a worldwide license to use, reproduce, translate, arrange and/or modify those for the purpose and duration of your registration and use of the BrightOwl Platform and the performance of any other contacts and contractual agreements between you and BrightOwl.

## **3. Warranties, disclaimers and liability**

3.1 The BrightOwl Platform is provided “as is”. BrightOwl does not provide any express or implied warranties regarding the BrightOwl Platform and the use thereof, such as regarding the completeness, accuracy and reliability of the information available on the BrightOwl Platform, and the availability, security and performance of the BrightOwl Platform. The use of and any reliance upon information available on this BrightOwl Platform is at your sole risk.

3.2 BrightOwl is entitled to take the BrightOwl Platform wholly or partly off-line without any prior notice at any times and for any reasons, such as for maintenance purposes.

3.3 Any website of any third party to which a link is available on BrightOwl Platform is not controlled or approved by BrightOwl. BrightOwl cannot be held liable for error or inappropriate or unlawful content on such website.

3.4 BrightOwl is not liable for any error or shortcoming with respect to your registration or use of and the information available on the BrightOwl Platform. In any case, including in case of serious error, BrightOwl’s liability, whether in contract or in tort, vis-à-vis you with respect to the BrightOwl Platform is limited to €100,00, and BrightOwl will never be liable for any damage to hardware or software, loss of income, loss of profits, lost savings, loss of data, missed opportunities, damage to reputation or moral damage.

#### **4. Duration**

4.1 This agreement is entered into for an indefinite period as from the moment of your registration on the BrightOwl Platform. BrightOwl may terminate this agreement at any time with a notice period of one (1) month (without prejudice to Section 4.2 below). You may terminate this agreement at any time by deleting your account.

4.2 BrightOwl is entitled to terminate the agreement with immediate effect, in case of breach of any obligations or inappropriate behavior.

#### **5. Miscellaneous**

5.1. BrightOwl reserves the right to at any time make any modifications to these Terms of Use via a notice on the BrightOwl Platform or via e-mail or sms. You will be deemed to accept the modifications by using the BrightOwl Platform or, in case you were not to use the BrightOwl Platform, if you do not object thereto via e-mail (to [info@brightowl.pro](mailto:info@brightowl.pro)) within a period of one (1) month as from the date of the notice. If you do object to the modifications, BrightOwl will be entitled to restrict, suspend, block or remove your account and/or your access to the BrightOwl Platform or to your account. You agree to refer to the BrightOwl Platform from time to time to verify whether such modifications have been made and such notice has been posted.

5.2. BrightOwl is entitled to assign this agreement in whole or in part to any third party without your consent.

5.3. If any provision of these Terms of Use is held to be illegal or invalid, then this will not affect the legality or validity of the remaining provisions of these Terms of Use.

5.4. If you or BrightOwl fail to give notice or enforce any right under these Terms of Use or delays in giving such notice or enforcing such right, such failure or delay will not constitute a waiver of that right.

#### **6. Jurisdiction and applicable law**

6.1 Your registration and use of the BrightOwl Platform and these Terms of Use are governed exclusively by the laws of Belgium, to the exclusion of any conflict-of-law rules which would cause the laws of another jurisdiction to apply.

6.2 Any dispute related to your registration or use of the BrightOwl Platform or these Terms of Use will be adjudicated exclusively by the courts of the registered seat of BrightOwl at the time of initiating the legal proceedings.

## **II. Data and Privacy Policy**

BrightOwl is firmly committed to protect the privacy and personal or company data of any company, expert or visitor registering, using and/or visiting our website (platform) [www.brightowl.pro](http://www.brightowl.pro), the BrightOwl mobile application and underlying IT systems (or BrightOwl Platform) in compliance with the Belgian privacy and data protection legislation.

BrightOwl's data and privacy policy set forth below (herein referred to as the “**Data and Privacy Policy**”) forms an integral part of these Terms of Use.

### **When do we collect your personal or company data ?**

In order to get access to or use some parts or features of the BrightOwl Platform, you will be asked to provide some personal or company data on the website (such as your name, picture, address, e-mail address, phone number, date of birth, CV, function, etc.).

In the context of registering, using or visiting the BrightOwl Platform, you may also (be asked to) provide some personal or company data to BrightOwl via e-mail, sms or any other medium.

We continuously centralize, update and provide 1 transparent overview on the BrightOwl Platform of all life sciences job vacancies that we can find on the web, which includes company and/or personal data, through the use of various tools and techniques, such as scraping.

In order to assess and/or optimize the performance, marketing and/or user experience of the BrightOwl Platform and/or further develop the BrightOwl Platform, your personal data or company data that is either publicly available online or elsewhere or made available by using the BrightOwl Platform, through social media or otherwise, can also be collected by BrightOwl.

### **Who is the controller of the processing of your personal data ?**

The controller of the processing of your personal data is BrightOwl (Expert Workplace NV/SA, with registered seat at Kanunnik De Deckerstraat 20, box a, 2800 Mechelen, Belgium, VAT BE 0542.416.773, RPR Mechelen).

### **Why do we collect and use your personal data ?**

When providing your personal data via the website or e-mail, sms or in any other way to BrightOwl, you provide your explicit and unambiguous consent to BrightOwl to process, if applicable, your personal data to:

- provide you access to some parts or features of the BrightOwl Platform;
- contacting you, such as for asking more information about you or your job vacancies, notifying available experts or job vacancies, inviting you for or to set up an interview, marketing the BrightOwl Platform and related services, etc.;
- perform any agreement between you and BrightOwl;
- post (information from) your CV and other personal data on the website;
- post (information from) your job vacancies and other company data on the website;

- matching your CV and other personal data with job vacancies;
- compare your CV and other personal data with other people in view of selecting a candidate for job vacancies;
- grant companies that have registered on the website and that have job vacancies access to (some of) your personal data and CV;
- grant the use of cookies, third party tools and/or service providers access to (some of) your CV and other personal data or company data in order to assess and/or optimize the performance, marketing and/or user experience of the BrightOwl Platform and/or further develop the BrightOwl Platform;
- send your CV and other personal data to companies that have job vacancies, whether or not they have registered on the website;
- comply with the cookie policy and the cookies that are effectively treated by BrightOwl.

When you tick the relevant box on the website, BrightOwl may also use your personal or company data to send you news and information of a commercial nature (such as newsletters and direct marketing in relation to additional services (other than matchmaking between job vacancies and experts)).

BrightOwl wishes not to collect sensitive personal data, such as data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, health or sex life. However, if you choose to provide such data to Bright Owl, these will unavoidably inform BrightOwl thereof and these data will end up in BrightOwl's records.

### **To whom may we provide your personal data ?**

BrightOwl can grant access to or provide, if applicable, the personal data or company data to companies that are registered on the BrightOwl Platform and that have job vacancies with a possible match with your profile, as well as to the use of cookies, third party tools and/or service providers in order to assess and/or optimize the performance, marketing and/or user experience of the BrightOwl Platform and/or further develop the BrightOwl Platform.

For the processing of your personal data BrightOwl will use its server located in the USA with GoDaddy. This company complies with the Safe Harbor Principles.

### **Your rights**

At any moment, you are entitled to access, rectify and object to the use for direct marketing of your personal data in relation to additional services (other than matchmaking between job vacancies and experts) free of charge by viewing or changing your personal or company data on the website, by e-mail to [info@brightowl.pro](mailto:info@brightowl.pro), or by regular mail to the aforementioned address of BrightOwl. When you do so by e-mail or regular mail, BrightOwl may ask you to provide proof of your identity.

### III. Cookie Policy

Registering to, using and/or visiting our website (platform) [www.brightowl.pro](http://www.brightowl.pro), the BrightOwl mobile application and underlying IT systems (or BrightOwl Platform) with your browser settings adjusted to accept cookies or other software tells us that you want to use the BrightOwl Platform and that you consent to our use of cookies as described below (also referred to as “**Cookie Policy**”).

Like most websites, we use technologies that are essentially small data files placed on your computer, tablet, mobile phone or other devices (refer to collectively as a “**device**”) that allow us to record certain pieces of information whenever you visit our interact with our website.

Cookies are small text files (typically made up of letters and numbers) placed in the memory of your browsers or device when you visit a website or view a message. Cookies allow a website to recognize a particular device or browser.

There are several types of cookies:

- Session cookies expire at the end of your browser session and allow us to link your action during that particular browser session.
- Persistent cookies are stored on your device in between browser sessions, allowing us to remember your preferences or actions.
- First-party cookies are set by the site you are visiting.
- Third-party cookies are set by a third party site separate from the site you are visiting.

Cookies can be disabled or removed by tools that are available in most commercial browsers. The preferences for each browser you use will need to be set separately and different browsers offer different functionality and options.

We offer certain site features on the BrightOwl Platform that are available only through the use of cookies. You are always free to block, delete or disable these cookies if your browser so permits. However, if you decline cookies or other similar technologies, you may not be able to take advantage of certain site features. You may also be required to re-enter your password more frequently during your browser session.

Any personal information we collect and store through use of cookies is first obtained through notice and consent: we obtain your consent by providing you with transparent notice of the use of cookies.

Our use of cookies fall into the following general categories:

- Operational Necessary: We may use cookies that are necessary to the operation of the BrightOwl Platform. This includes cookies that allow you access to the BrightOwl Platform, that are required to identify irregular site behavior, prevent fraudulent activity and improve security, or that allow us to make us of our functions;
- Performance Related. We may use cookies to help us understand how companies, experts and/or other visitors use the BrightOwl Platform, to assess and/or optimize the performance, marketing and/or user experience of the BrightOwl Platform and/or further



develop the BrightOwl Platform, including as part of our analytic, machine learning and artificial intelligence practices;

- **Functionality Related.** We may use cookies that allow to offer you enhanced functionality when accessing or using the BrightOwl Platform. This may include identifying you when you sign into the BrightOwl Platform or keeping track of your specified preferences, interests or past items viewed so that we may enhance the presentation of content or any other site features or matchmaking abilities of the BrightOwl Platform;
- **Advertising or targeting related.** We may use first-party or third-party cookies, including ads relevant to your interest, on our site or on third party sites. This includes using cookies to understand the usefulness to you of the advertisements and content that has been delivered to you, such as whether you have clicked on an advertisement.

#### **IV. Payment Terms**

As stipulated on the “FAQ” page on BrightOwl. <https://brightowl.pro/frequently-asked-questions>.