

# GENERAL TERMS AND CONDITIONS OF USE OF THE NXUS SERVICE

**Please read these general terms and conditions of use carefully, the acceptance and observance of which are necessary in order for you to be able to use the features we are offering.**

## **Introduction**

To make these General Terms and Conditions of Use (GTCU) easier to read, the term "Nxus Service" or the "Service" shall refer to the website <https://www.nxus.nl/> and its subdomains hosting the services we offer, as well as to our (future) Nxus applications.

The Nxus Service is the exclusive property of NexusBay B.V. ("Nxus"), a limited company ("Besloten Vennootschap") with a board of directors, the registered office of which is at Scheimel 8, 1261 VD, Blaricum, The Netherlands, registered with the Chambre of Commerce under the number 72707968.

At the date of writing these GTCU, the Service can be accessed at <https://www.nxus.eu/>, via the Career Central of your higher education institution if it is equipped with Nxus Career Central.

Through this Service, Nxus offers an integrated ecosystem dedicated to the educational and professional development of any student or graduate or alumna or alumnus who has registered on the Service (a "Member"). Although some of the site's content may be viewed by any visitor whether they have registered or not, you must register, free of charge, by setting up an account and by agreeing to these GTCU, to apply for or save an offer, to sign up for an event or to access modules and content exclusive to your Career Central. The process of registration is described below.

By registering, you become a "Member" of Nxus.

The GTCU set out the rules for the use of Nxus, which you agree to comply with by becoming a Member. Please therefore read them carefully.

In accordance with the applicable law, we prohibit the download of all or a quantitatively substantial part of the Service by using robots or any other extraction procedure.

# 1. The Services Offered by Nxus

## 1.1 General features

Nxus will provide a range of content to support you in your professional development: job and internship opportunities, career events (recruitment sessions, competitions, challenges, live chats etc.), company profiles where they can present their purpose, objectives, job roles and their recruitment policies, and advice on finding a job or an internship. Once you have registered, you can save offers or events either for future reference or to apply to.

## 1.2 Specific features of the Career Central

**If you have registered through the Career Central of your higher education institution** ("the Institution"), you will benefit, in addition to the services that we offer to all users of the Service, from internship and job offers and company profiles of the partner companies of your Institution, as well as from career events for your Institution. You will also benefit from additional community services such as group pages and news feed, and alumni services such as guest lectures, mentorship, network sharing, internship support and the scheduling of (virtual) meetings. You may also automatically receive customised support from your Institution. The integration of the platform at the heart of the Institution allows it to support you in your search, by viewing the account you have set up or the applications you have made via the Career Central. The very essence of the Career Central allows such synergy.

By checking the tick box during the registration, you expressly agree to such data being sent to the specifically authorised representatives of your Institution (the "Administrators").

**If, for whatever reason, you do not wish to allow such data to be sent but still wish to benefit from the Nxus Service** you can open an account directly on our website <https://www.nxus.nl/> or our (future) Nxus applications instead of opening a Member account from your Institution's Career Central. In this case you will not receive content posted by your Institution specifically.

## 2. Access to the Service

In order to access the Nxus Service, you must have the appropriate computer hardware (computer, smartphone, tablet, etc.), an internet

connection and the necessary software. The communication protocols used are those in use on the internet. Access to the Nxus Service itself is free of charge for Members, but the costs of accessing and using the telecommunications network, such as the costs associated with the use of the remote communication method, are payable by you in accordance with the terms stipulated by your service provider and your telephone operator.

In the case of access through the Career Central of your Institution, special access terms may be required depending on the technical configurations or the access controls it has established. Please strictly adhere to these in order to benefit from all of the features offered to you.

### **3. User Accounts**

Nxus offers several categories of user accounts, each associated with specific services:

- The Member Account is for students and graduates who are searching for a job, internship, work-study offer, information about professions and/or companies, and recruitment advice. You can set up a Member Account by agreeing to these GTCU;
- The Alumni Account is for alumni who are searching for alumni related information such as coaching support possibilities, information about activities for alumni, educational support possibilities, training, etc.;
- The Institution Account is for any higher education institution offering a career space to its students in the form of a version of the Website presented in its colours and equipped with exclusive content and additional functionality (the Career Central). It is managed by specifically authorised representatives of the Institution (the “Administrators”);
- The Company Account is for any individual posting a job, internship or work-study opportunity (a Job Opportunity) on the Service. That individual makes a commitment in the name of and on behalf of the legal entity they represent and whose Opportunity they are publishing. The Company Account is therefore only for any legal entity or public body that wishes to post its activities, professions, career events and/or Job Opportunities on the Service.

In the context of this document, any of these accounts will be referred to as a "User Account," where the term User shall refer interchangeably to Members, Alumni, Companies and Administrators.

**These GTCU are intended for students and recent graduates as part of their professional integration efforts ("Member" accounts).**

Any other use of all or part of the Service may only be through specific contractual conditions.

#### **4. Member Account Set-Up**

To set up a Member Account, which is necessary if you wish to apply for a job or internship offer or to save an offer to view it later, you need to complete the online registration form which can be accessed via the "Sign Up" tab. In that form, personal data (surname, first name, e-mail address, higher education institution where you are studying or from which you have graduated, type of contract you are looking for, type of position you are looking for etc.) is useful to enable us to open your account. Some of this personal data is essential (mandatory information is indicated with an asterisk \*).

You can find all the necessary information regarding the reason for requiring this personal data and the security of your data in the Privacy Policy document attached to these GTCU. Please read it carefully.

It is free to set up a Member Account.

Members may register via their Institution's Career Central if it is a Nxus partner. In this case, by agreeing to these GTCU, you expressly agree to allow your Institution to send your personal information to us to pre-complete your Member Account.

When you register, you will be shown the information that we have received on the registration screen and you will be responsible for amending it if it is not correct.

Irrespective of your method of registration, you are able to describe yourself via a free text field on your profile. As such, we would like to remind you that you agree to comply with the obligations described in section 5 below in order to keep the Service as user-friendly and efficient as possible.

In any case, you agree to provide us with up-to-date, accurate information.

In the case of access to Nxus via an account not linked to a Career Central and created directly on our website or (future) Nxus applications:

- Your account can be accessed using a username (your e-mail address) and password, which you will have to specify during the registration process. It is therefore essential for data security that you choose a complex password and ensure that it is kept confidential;
- Your password must be strictly personal and confidential and must not be disclosed to or shared with third parties. Please remember that reusing the same password for different sites and services increases the risk of identity theft, as the lack of security of one website may alter the security of all other websites, even where they apply stringent security rules;
- If you are worried that the security of your password has been compromised, please let us know as soon as possible by emailing [support@nxus.eu](mailto:support@nxus.eu) so that we can take action to protect your account and your data, including invalidating access to the Nxus Service from that account.

In the case of access to Nxus via the Career Central of your Institution:

- If your Institution has not provided you with a method of authentication which is compatible with the Career Central, it is your responsibility to follow the rules stated above. In order for the Institution to ensure that you are authorised to connect as a student of that Institution, you must use the e-mail address assigned to you by the Institution when registering;
- If your Institution has provided you with a method of authentication which is compatible with the Career Central, it will be used to allow you to connect. In that case, you are responsible for the security of that method of authentication, according to the rules applicable in this respect between you and your Institution. If you are worried that the security of your password has been compromised, please inform your Institution as soon as possible so that they can inform us and so that we can take action to protect your account and your data, including invalidating access to Nxus from that account. In addition, due to such use of the method of authentication issued by

your Institution, your data will need to be sent to us by the Institution each time you connect. You expressly agree to such data being sent through these GTCU.

The authentication allowed as a result of that username and password (or any method of authentication set up by an Institution) ensures the accountability of actions carried out via the Service. Therefore, in case of loss of the method of authentication, as long as we have not been informed, you will remain responsible for all of the operations carried out or content posted online via that account.

Any use of robots or any method designed to automatically create a Member account is prohibited. Nxus may delete or block any account that violates these terms and conditions.

## **5. Responsibility**

### **5.1 Your responsibility**

In general, you are responsible for:

- the correct operation of your hardware and your internet access;
- any direct or indirect damage of any kind whatsoever caused by any content you may have placed on the Nxus Service;
- content which you may publish on the Nxus Service, regardless of the nature (surname, first name, remuneration, date of birth, etc.), composition or origin (download, publication, transmission or provision, etc.).

**The use of Nxus in general, and of your Member account in particular, is intended to support you in your professional integration efforts. Nxus should not therefore be misused and result, for example, in the posting of unlawful content or statements online.**

More generally, you agree to comply with the laws and regulations in force and in particular, you shall not (non-exhaustive list):

- Use the identity of a third party;
- Intentionally publish false, incorrect or misleading content;

- Impede access to the Nxus Service and/or hamper the correct operation of the Nxus Service in any way whatsoever;
- Publish content which infringes the intellectual property rights of third parties;
- Publish content which is racist, xenophobic, antisemitic, homophobic, negationist, pornographic, paedophilic, relates to child pornography or violates human dignity;
- Publish content which incites violence, suicide, terrorism or the use, manufacture or distribution of illegal substances, or incites crimes or offences or defends them, particularly crimes against humanity;
- Publish content which is abusive, defamatory, or infringes the privacy, image or personality rights of third parties, or which is contrary to public policy, the law or morality;
- Publish commercial or promotional information except with our prior authorisation in writing;
- Publish hyperlinks on the Website redirecting users to websites whose content is contrary to any of these requirements.

You are reminded that fraudulently accessing or fraudulently remaining inside a computer system, hindering or disrupting the operation of such a system and fraudulently adding to or altering the data in a computer system is a criminal offence punishable by law.

In the event of failure to comply with any of the aforementioned rules, we reserve the right to block your access to all or some of Nxus's services and features, or to withdraw access to your personal account temporarily or permanently, without any consideration or prior notice. We may also claim compensation for the damage we have suffered as a result of such behaviour.

In the event of a complaint or claim initiated by a third party and forwarded to us, as a result of information or data from you, you will have to immediately provide us with any explanation and justification, and you shall be liable, in all cases, towards us and third parties for the rights which you have infringed, for any loss as well as for any consequences

of your actions under the applicable laws and regulations, including those involving criminal liability.

If you notice that the behaviour of one or more Users of the Service is contrary to these rules and is to your detriment, you may contact us at [support@nxus.eu](mailto:support@nxus.eu).

## 5.2 Our Responsibility

Please remember that unless expressly stipulated by a service, we do not verify the accuracy or reliability of the content you submit via the Service, particularly as regards the information you give us.

Similarly, we do not check the content of offers published by partner Institutions or Companies via the Service, which are subject to their own responsibility. We cannot therefore be held responsible for any non-compliance of one of those offers with current laws and regulations (employment law, equal opportunities, etc.) or if they conflict with morality or public policy. We are not responsible for any hiring or non-hiring decisions arising from an offer published via the Service.

We will implement all reasonable means at our disposal to ensure high-quality access to and the constant availability of the Service (24/7), but we are under no obligation to do so. We reserve the right to interrupt or temporarily suspend access to the Service, without prior notice, in particular in order to carry out maintenance or in case of force majeure, without such interruption granting any entitlement to compensation.

In addition, we cannot be held liable for any damage of any kind, whether direct or indirect, resulting from the use of Nxus.

Similarly, we cannot be held liable for:

- Any malfunction of the network or servers or any other event beyond our reasonable control that would prevent or degrade its access, as well as elements beyond our control or any damage that may be sustained by your technical environment, including your computers, software, network equipment or any other hardware used to access or use Nxus and/or the services;
- The use made by another user of the Service of the information published, the services available on the Service or your content.

## **6. Personal Information**

Your personal information, which we collect when you use the Service, is information which you give to us voluntarily by filling in the ad hoc forms and, where applicable, from your computer logs from connecting to Nxus. In the case of registration via the Career Central of your Institution, it also consists of information sent to us by the Institution to facilitate your registration and is information which you may amend, if necessary, in accordance with section 4.

The purpose, the type of information collected, the recipients, how long the data is kept and the high security level implemented to secure your data are described in the "Privacy Policy" which is attached to these GTCU. Please therefore read it.

In accordance with the standards set out by the Dutch Protection Authority "Autoriteit Persoonsgegevens" (AP), we hereby inform you that you may exercise your rights of access, rectification, erasure, restriction of processing and portability by emailing [support@nxus.eu](mailto:support@nxus.eu) specifying "Data Protection" in the letter subject.

As required by law, we will then ask you for proof of identity to ensure that you are the owner of the data concerned in the request.

If your request concerns personal data processed by your Institution or data which you have chosen to send to a Company via Nxus – as part of a recruitment process for example - each of those organisations has a responsibility to comply with the applicable regulatory framework. To exercise your rights, please contact them directly in the manner indicated by the Institution or the Company when your data was collected or used.

## **7. Right of Withdrawal and Account Closure**

In accordance with the provisions of the AP, you can exercise your right to unsubscribe from the Service at any time by clicking the link "delete account forever" under the My Account > Settings heading.

In addition, if your account has not been used for a long period, it may be deleted by Nxus. Therefore, as stated in our Privacy Policy, your account will only remain active for two years since your last connection.

A few weeks before that date, as well as on that date, we will contact you at the e-mail address or addresses you have provided, to enquire whether you wish to keep or delete your account.

If, once you have graduated from your Institution, the e-mail address assigned to you by the Institution is deleted or if you lose access to the Institution's intranet and therefore to the Career Central, e-mail support@nxus.eu so that we can make the necessary configuration changes to enable you to continue using the Service.

In all cases, following the effective closure of your account, your data will be irremediably anonymised. It will then be used exclusively for statistical purposes (analysis of the frequency of use of the Service's features, statistical analyses of applications in response to published offers, etc.).

If, following such closure, you would still like to use the Service, you will need to set up a new account and complete the registration process again from the beginning.

## **8. Hyperlinks**

The Service includes information provided by external sites or links to other websites which we have not developed or which we do not administer. We do not verify that those sites are reasonable or current or that their content is accurate or complete. It is therefore your responsibility to use that information with discretion as we cannot be held responsible for its content.

## **9. Intellectual Property**

### **9.1 Intellectual property of Nxus**

All of the elements constituting the Service, in particular trademarks, logos, text, data, drawings, graphics, photos, animations, sound, computer codes, layouts, assemblies of all or part of an element of the Service, including downloadable documents, are and shall remain our property or the property of our rightful claimants. The design, format and content of the Service are our exclusive property.

All of the content of the website (images, texts, videos, databases etc) is subject to Dutch and international intellectual property laws (e.g. copyright laws, trademark laws, database laws etc.). If you observe that

items published on the Service violate copyright laws or any other protected rights, please contact Nxus at support@nxus.eu.

We allow you to view the content of our Service for personal and private use only, to the exclusion of viewing it or disseminating its content for public use. You are only granted authorisation to reproduce the Website's content in digital form on the computer you are using, for the purpose of viewing the pages consulted by your browser. Any other use (such as, inter alia, reproduction of the trademarks and logos, extraction of all or part of the databases etc.) is prohibited without our express prior authorisation.

## 9.2 Your intellectual property

You are and shall remain the sole holder of any rights over the content you publish via the Service (the "User Content"), which is thus subject to your sole responsibility.

By publishing User Content on the Service, you acknowledge that you grant Nxus a free, non-exclusive and worldwide licence, which may be transferred or sub-licensed, to access, store, use, reproduce, adapt, publish and process the data published on the Service in order to ensure the smooth operation of the services offered by Nxus.

## 10. Contractual Framework

The contractual framework applicable to the use of the Service ("the Contract") consists of the following documents, listed in descending order of priority:

- Any Special Terms and Conditions;
- These General Terms and Conditions of Use;
- The Nxus Privacy Policy.

In case of contradiction between the different documents, the higher-ranking document will prevail for the obligation in question.

## 11. Term - Termination

The term of the Contract is indefinite and it shall apply to you throughout your use of the Nxus Service and a fortiori until your Member account is closed.

## **12. Validity of the Contractual Terms**

If any of the provisions of this Contract proves to be invalid as regards any rule of law in force or a final judicial decision, it shall be deemed to be unwritten without invalidating this Contract or altering the validity of its other provisions.

## **13. Non-Waiver by a Party**

If either party does not require the application of any clause in the Contract or agrees to its non-performance, either permanently or temporarily, it will not be regarded as a waiver by that party of its rights arising under that clause.

## **14. Amendment of the General Terms and Conditions of Use**

We reserve the right to amend or to update the documents constituting the Contract (GTCU, Privacy Policy, etc.) as the features we offer on the Service evolve. We will notify you of any amendments made, via the Service or by sending emails to the email addresses you have provided.

They will apply one month after you have been informed.

## **15. Use of Email**

In accordance with the provisions of the AP, you hereby agree that we can send you, by email, any information that would be necessary to subscribe to or to provide the Service as well as, more generally, any information sent in relation to the performance of the GTCU and, more generally, of the Contract. For that purpose, we will use the email address or addresses you have provided.

## **16. Jurisdiction and Applicable Law**

For the purposes of their validity, interpretation and performance, these GTCU are subject to Dutch law.

In the event of a consumer dispute, please inform us in writing of the issue you have encountered by writing to us at [support@nxus.eu](mailto:support@nxus.eu) or to NexusBay B.V., Scheimel 8, 1261 VD, Blaricum, The Netherlands. If you are not satisfied with the proposed solutions or if the dispute concerns the subscription of one of our online services, you may use a mediation service.

In the absence of an amicable agreement, the dispute shall be submitted to the exclusive jurisdiction of the competent courts within The Netherlands, notwithstanding multiple defendants or the introduction of third parties.

Last update: 15 May, 2021