

Workbuster Terms and Conditions

1. General

These terms and conditions constitute an annex to a written contract, “the Contract” below, between the Customer and Workbuster. The terms consist of general conditions regarding the service or services, “the Service” below, which Workbuster provides in accordance with to the Contract. These terms and conditions also apply to complementary services agreed between the Customer and Workbuster following the conclusion of the Contract.

2. Definitions

The Customer. Contracting party to Workbuster

The Parties. The Customer and Workbuster

Subscription. The running subscription paid by the Customer to Workbuster.

The Service. A web-based tool supporting the Customer with recruiting, publishing job advertisements, creating and administering career sites, processing applications and building a candidate pool.

Career sites. The part of the Service published externally to candidates, where the Customer can administer the content.

Advertisement. The job advertisement created in the system, which can be published in external advertisement channels.

3. Personal data

The Customer is the controller for stored personal data and Workbuster is the processor. According to the General Data Protection Regulation (GDPR) which enters into effect on 25 May 2018, a personal data processor agreement shall exist between the Parties.

For more information, refer to annex “Personal Data Processor Agreement”.

The Customer has exclusive ownership of all personal data.

4. The Customer’s responsibility and commitment

The Customer ensures that the installation of the service on its own websites is carried out in accordance with Workbuster’s current instructions. That rights, permission or licenses exist to use the material published on the Career Sites or in the Advertisements. That any users able to make additional orders on the Service are authorised by the Customer to make such additional orders. The Customer is also responsible for supplying and keeping Workbuster updated on the information Workbuster requires to invoice for the Service and any additional orders.

In the case that the customer wants another party to obtain/use data from the Service, the Customer is responsible for the copy of data collected from the Service and Workbuster will no longer be the processor of copied data processed outside the Service.

5. Terms of payment

The Customer shall pay a quarterly subscription in advance for using the Service. A fee for additional users is charged in arrears if the change occurred in the current quarter, and the subsequent subscription fee will be adjusted based on the Client’s number of users at time of invoicing. Additional orders are invoiced directly in conjunction with the order. All prices are exclusive of VAT.

Payment shall reach Workbuster no later than 30 days after the date of invoice. Workbuster reserves the right to debit interest, reminder charge and compensation for debt recovery costs on overdue payment in accordance with the Compensation for Debt Recovery Costs, etc. Act (1981:739) (or any act replacing that act).

6. Account, login and security

The Customer is responsible for ensuring that only authorised users gain access to login information. The Customer indemnifies Workbuster for all unauthorised use of the Service with the Customer’s login. The Customer undertakes

to immediately notify Workbuster if the Customer becomes aware of illicit/unauthorised use of the Service or any other breach of security known to the Customer. Workbuster's support personnel may use the Customer's Service login for maintenance, updating the Service or to supply the Customer with assistance, tech support or invoicing inquiries. Workbuster shall always obtain the Customer's verbal or written consent prior to login to the Customer's account. A direct request for assistance to Workbuster implies given consent.

7. Termination of Contract

Notice of termination shall be made in writing and sent by post or e-mail. Data and document are exported to a standard format predetermined by Workbuster at a one-time cost of SEK 7,600. Data is exported to CSV format and documents to their original format.

The Career Site may not be moved, copied or exported. Content such as texts, photos and videos is owned by the Customer and may be downloaded by the Customer and used for other purposes.

The Parties have the right to terminate the contract with immediate effect if the other party commits a gross breach of contract.

8. Limitation of liability

In the event of technical errors or flaws in the Service observed by the Customer, for which Workbuster is responsible, Workbuster has the right to take measures for correction/remedy. If this is carried out within a justifiable amount of time, based on the error's character, Workbuster may make deductions from the price in relation to the restriction on the Service caused by the error. Workbuster has the right to decide whether a price deduction is feasible and the level of this deduction. Workbuster's liability for errors and flaws on the Service is capped at 25 per cent of the paid Subscription over the last 12 months. Workbuster is not liable for errors or flaws not caused by Workbuster. Neither the Customer nor Workbuster are liable for indirect damages, except in the case of gross negligence or intent.

9. Change of terms and Service

Workbuster is entitled to amend the Contract. Changes to the Contract will be presented through the Service to authorised users. The last, and therefore effective, version of Workbuster's terms and conditions with annexes is available at www.workbuster.se/security. Changes to the Contract enter into force 60 days after notification is received by the Customer. If the change entails a disadvantage for the Customer, the Customer can terminate the Contract as of the date the change would have entered into force. In that case, the Customer is entitled to reimbursement of any part of the subscription paid in advance for the time following the change. Workbuster can, within 10 days of the Customer's notice of termination, notify the Customer of the Contract's unchanged phrasing, whereby the Customer is bound by the contract concluded prior to the change.

Workbuster reserves the right to implement changes to the Service's content, structure, extent and function.

10. Support

Support is provided by phone or e-mail during office hours to users entitled to support. Office hours are Monday to Friday 09:00–17:00 except for national holidays. However, exceptions may occur.

11. Compensation for downtime

The Service is usually available 24 hours a day, 7 days a week. However, disruptions may occur. Compensation in the event of unforeseen disconnections is regulated by SLA.

The Customer can request compensation if the service is not accessible, i.e. downtime. The Customer is entitled to a subscription discount of 7.5 percentage points per each full hour of downtime during office hours and a subscription discount of 5 percentage points for each full hour of downtime outside office hours. The compensation shall be requested in writing within 7 days of the downtime's end. The compensation is usually set

against future invoice.

Planned disconnections advertised 48 hours in advance shall not be considered downtime.

I hereby consent to Workbuster's Terms and Conditions with annexes:

Place and Date

Company name (Customer)

Signature

Name in block letters

In the event of personal data breaches, information shall be sent to the following address:

E-mail address: _____

Contact information to Customer's Personal Data Controller:

Name: _____

E-mail address: _____

Mobile phone: _____

The following person shall be notified of changes to this contract:

Same person as above.

Name: _____

E-mail address: _____

Mobile phone: _____

Personal Data Processor Agreement

Annex to Workbuster Terms and Conditions

Between

(1) Customer (“the Customer” and “Controller”)

and

(2) Workbuster AB, C.I.N 556416-9828 (“Workbuster” and “Processor”)

1. Background

- 1.1. The Parties have entered a contract (“the Contract”) in which Workbuster supplies recruitment tools and career sites, etc. (“the Service”) with functions available through a cloud service. This Processor Agreement is applicable if and to the extent the Service provided by Workbuster implies Workbuster processing personal data in the capacity of processor on behalf of the Customer.
- 1.2. The Processor Agreement is effective from the date of the Contract, but from 25 May 2018 at the earliest. This Process Agreement is an annex to the Contract.
- 1.3. If contradicting information regarding personal data processing exists in this Processor Agreement and the Contract, the provisions of this Processor Agreement shall take precedence.
- 1.4. Within the scope of the Processor Agreement, the Customer is the Controller. Workbuster is the Processor for the processing of personal data.

2. Definitions

Capitalised terms in the Processor Agreement shall have the meaning stated below. Other terms in the Processor Agreement shall be interpreted in accordance with Applicable Data Protection Law.

Subscription

The running subscription paid to Workbuster by the Customer, excluding any additional purchases such as ads, tests, text messages, development costs and other types of additional orders.

Other Personal Data

In addition to data in accordance with “Specification”, there is a possibility for the Customer or candidate to submit other types of personal data in the free text field or the function “upload

document". Workbuster's responsibility in accordance with this Processor Agreement does not include such Other Personal Data unless otherwise explicitly specified in the Specification.

The Contract

The Parties' contract regarding Workbuster's provision of the Service.

The Processor Agreement

This document entitled "Personal Data Processor Agreement" including the Specification, with its changes and additions as agreed by the Parties at any given time in accordance with the terms of this Process Agreement.

Applicable Data Protection Law

Applicable Data Protection Law is the General Data Protection Regulation, the Personal Data Act and the Swedish Data Protection Authority's binding regulations and decisions notified pursuant to or with regard to mentioned regulation or law and which are directly applicable to personal data processing within the framework of the Processor Agreement.

The Service

Web-based recruiting tools and career sites etc. provided in accordance with the Contract.

The Specification

States types of personal data, categories of registered subjects, objects of processing and approved sub-processors and security regulations. A general specification is published at www.workbuster.se/security which constitutes, together with the Contract and the Customer's potential specific data and supplements to the published specification, the Client's instructions to Workbuster ("the Specification"). The general specification may change in accordance with the amendment procedure in section 12. The Customer is responsible for supplementing the Specification as needed with specific data as well as of its correctness and its reflection of the Customer's instructions to Workbuster at any time.

Workbuster's security regulations

Workbuster's security regulations are those security regulations applied and communicated at any time by Workbuster in accordance with section 12.

3. Processing personal data

- 3.1. Each Party is responsible for adhering to the provisions of Applicable Data Protection Law to which that Party is subject in relation to each Party's respective role as described in the Process Agreement. The Customer is responsible for processing personal data in accordance with Applicable Data Protection Law and is responsible for, e.g., restricting Workbuster's access to other categories of personal data than the ones specified in the Specification and to the extent defined therein.
- 3.2. Workbuster undertakes not to process other personal data categories than those specified in the Specification unless otherwise indicated by Applicable Data Protection Law.
- 3.3. Workbuster has the right to process personal data in order to provide, maintain and provide support in relation to the Service and in accordance with the Specification. The Customer shall ensure Workbuster's right to process personal data and any other personal data for the Customer if and to the extent it is needed to facilitate the provision of the Service. Workbuster shall also have the right to process personal data in order to develop and upgrade the Service.
- 3.4. All changes to the Specification shall be documented. Workbuster shall have the right to reasonable compensation in the event of changed written instructions from the Customer resulting in increased cost, increased risk or additional work for Workbuster. If Workbuster notifies the Customer within reasonable time of Workbuster's inability or reasonable grounds to oppose the Customer's changed instructions, either party has the right to terminate the Contract in writing with three (3) months' notice, whereby the Customer shall compensate Workbuster for expenses relating to the early termination of the Contract in accordance with the Contract's section 7.

4. Security regulations

- 4.1. Workbuster shall implement the organisational and technical measures required in accordance with Applicable Data Protection Law and stated in the Specification.
- 4.2. In the provision of the Service, Workbuster shall comply with the security regulations stated in the Specification. Workbuster may change its security regulations, provided that the changes do not violate Applicable Data Protection Law. Changes to Workbuster's Security Regulations shall be in accordance with section 12.
- 4.3. The Customer confirms that agreed-upon security regulations comply with the security requirements for processed personal data in Applicable Data Protection Law. If the Customer requests changes to agreed-upon security regulations, such a request is subject to the same regulations as applied to the Client's instructions in accordance with section 3.4.

4.4. If Workbuster deems the agreed security regulations in accordance with section 4.1 to partially or completely breach Applicable Data Protection Law, Workbuster shall within reasonable time notify the Customer in writing of its position and await the Customer's written instructions regarding appropriate security measures in accordance with section 3.4. If the Customer, despite notification, gives no new instructions within reasonable time, Workbuster has the right to, at the Customer's expense, take reasonable and necessary security measures in order to meet Applicable Data Protection Law.

5. Reporting personal data breaches

5.1. Workbuster shall without unnecessary delay notify the Customer upon becoming aware of a personal data breach. The Customer is responsible for Workbuster's constant access to the Customer's current e-mail address in order to report a potential personal data breach. Any such e-mail sent by Workbuster shall be considered to have been received by the Customer.

5.2. The Customer is responsible for reporting personal data breaches to authorised supervisory authority.

5.3. Workbuster shall, considering agreed personal data processing and information available to the Processor, provide the Customer with information for incident reporting.

5.4. If, and to the extent that, it is not possible to provide simultaneous information, the information will be provided in sections without unnecessary further delay.

5.5. If the Customer, in breach of Applicable Data Protection Law, does not inform the registered subject of a personal data breach and the Data Protection Authority orders Workbuster to remedy the breach, the Customer shall compensate Workbuster for expenses incurred in complying with the Data Protection Authority's decision.

6. Sub-processors and transfer to third country

6.1. Workbuster hires sub-processors as listed in the Specification. Through the Processor Agreement, the Customer accepts that personal data may be processed by the sub-processors specified in the Specification and in the countries listed in that annex.

- 6.2. Workbuster shall notify the Customer, in accordance with the amendment procedure in section 12, if Workbuster intends to replace or hire a new sub-processor. The notification shall contain information regarding the sub-processor's name and the place of processing, as well as the type of processing carried out by the sub-processor on behalf of Workbuster. If Workbuster intends to hire sub-processors outside of the EU/EEA, Workbuster shall ensure that the sub-processors are liable by written contract, with the same obligations in the processing of personal data as the obligations in accordance with the Processor Agreement. If the Customer objects to such changes, the objection shall be made in writing and within 15 days of Workbuster's notification in accordance with section 12. If Workbuster, despite the Customer's objection, still wishes to replace or hire a new sub-processor, the Customer may terminate the Contract with three (3) months' notice, whereby the Customer shall compensate Workbuster for expenses incurred due to early termination of the Contract in accordance with the section 7 of the Contract.
- 6.3. Workbuster shall secure the legal grounds for potential personal data transfer outside of the EU/EEA, for example using the European Commission's standard contractual clause for personal data transfer to third countries or any regulations replacing these.
- 6.4. Exemptions from sections 6.1 to 6.3 above are applicable when the Customer uses the Service through a network infrastructure or uses the Service by physical presence outside of the EU/EEA, whereby the Customer shall have been considered to have given Workbuster instructions and approval for such access.

7. Obligation to assist the Customer

- 7.1. Upon written request from the Customer, Workbuster shall assist the Customer in fulfilling the registered subject's rights in accordance with Chapter III of the General Data Protection Regulation. Workbuster's obligations in accordance with this section shall only be applicable to the extent that is reasonably possible, and to the extent required by the nature of the processing.
- 7.2. Considering processing type and the information at Workbuster's disposal, Workbuster shall also be obligated, upon written request from the Customer, to assist the Customer in order to fulfil the Customer's obligations regarding security, personal data breaches, impact assessment and joint operations in accordance with Applicable Data Protection Law.
- 7.3. In accordance with section 11.3, Workbuster is entitled to compensation for the assistance provided to the Customer by Workbuster in accordance with section 7.

8. Release of data

- 8.1. Workbuster shall not, without the Customer's previous consent release or otherwise disclose personal data covered by the Processor Agreement to a data subject or third party, unless otherwise stipulated in the Contract or law, court order or official decision. If Workbuster is obligated by law, court order or official decision to release such data, Workbuster shall notify the Customer of this, unless prohibited by said law, court order or official decision.

8.2. If Workbuster receives a request from data subject regarding information pertaining to the processing of personal data in accordance with the Processor Agreement, Workbuster shall promptly forward the request to the Customer. Workbuster shall, in accordance with section 7, assist the Customer in answering such a request.

8.3. In accordance with Applicable Data Protection Law, Workbuster is obligated to cooperate with the Data Protection Authority in the event of supervisory measures. Workbuster shall promptly notify the Customer of requests from the Data Protection Authority or other supervisory authority specifically pertaining to their processing of personal data process pursuant to the Processor Agreement. Workbuster may not represent the Customer or act on behalf of the Customer in response to such requests. Workbuster is entitled to reasonable compensation from the Customer for such cooperation pertaining specifically to the Client's personal data, and which is not a consequence of Workbuster breaching its obligations in accordance with the Processor Agreement regarding personal data processing.

9. Compliance

9.1. Workbuster agrees to, at the request of the Customer and with the help of an independent third party hired by the Customer, check that Workbuster's processing is in accordance with Applicable Data Protection Law and this Processor Agreement, including but not limited to, giving the third party access to documentation to the extent necessary for this objective. Such an access shall not include access to Workbuster's facilities and/or technical equipment unless particular grounds exist.

9.2. If the Customer wishes to carry out an inspection in accordance with section 9.1, the Customer shall inform Workbuster at a reasonable time in advance, and also specify the inspection's content and scope. Examination presupposes that the Customer and its representative have undertaken necessary confidentiality obligations and comply with Workbuster's security regulations at the place of inspection. Furthermore, the inspection shall be executed without risk of hindrance to Workbuster's business or to the protection of other customers' data. Data collected as a part of the examination shall be deleted upon completion of the inspection or when it is no longer needed for the examination objective.

9.3. Workbuster is entitled to compensation in accordance with section 11.3 for assistance provided to the Customer in accordance with section 9.

10. Confidentiality

10.1. Workbuster shall ensure that persons who come into contact with the Customer's personal data on Workbuster's behalf are bound by confidentiality and that personal data processing complies with the provisions of this Processing Agreement.

11. Compensation for work performed

- 11.1. In addition to the provisions of the Processing Agreement, Workbuster is entitled to compensation for following the Customer's changed instructions in accordance with agreed supplements to the Subscription.
- 11.2. Workbuster is also has the right to work compensation caused by Workbuster's obligations in accordance with section 4 (processing security), section 5 (reporting breaches etc.), section 7 (obligation to assist Customers), and section 8 (release of data) regarding Other Personal Data in accordance with the Specification.
- 11.3. If Workbuster is entitled to work compensation, this shall be charged at SEK 1,200 per hour.

12. Amendments

- 12.1. Effective general specification is published at www.workbuster.se/security. The Customer will be notified of any changes to the general specification by message through the Service to the Customer's users with administrator rights. The Customer shall ensure that personnel with administrator rights notify the Customer of any changes.

13. Liability

- 13.1. A Party breaching this Process Agreement shall compensate the other party for documented direct damage attributable to the breach suffered by the other party. Liability pursuant to this Process Agreement shall under all circumstances, with the exception of intent or gross negligence, be limited to an amount equivalent to the Subscription for the Service in question for the last twelve (12) months.
- 13.2. If a Party is ordered to pay compensation for damages to data subject(s) in accordance with Applicable Data Protection Law ("Paying Party"), the other Party shall indemnify the Paying Party for the part of the compensation liability that was caused by the other Party's actions in violation of, or failure to comply with, Applicable Data Protection Law or the Processor Agreement. The other Party shall then also compensate the Paying Party for reasonable legal expenses incurred in responding to such demands and in proportion to the other Party's liability for payable damages. The compensation liability is applicable provided that:
- (i) The breach is directly attributable to the processing of personal data and associated regulations;
 - (ii) The demanding party notifies the other party without unreasonable delay (within 6 months);
 - (iii) The other party is given the opportunity to cooperate with the demanding party in the defence regarding a third-party claim;
 - (iv) The demanding party does not accept settlement or other agreement with the third party without the other party's prior approval; and

- (v) The demanding party takes reasonable measures to reduce expenses, damages and liability attributable to the third-party claim.

13.3. The Parties agree that each Party independently carries all potential administrative fines liable to the Party in accordance with Applicable Data Protection Law regardless of reason. Thus, the Paying Party does not have the right to claim responsibility and/or payment for such administrative fines from other Party.

13.4. Either Party's liability for other types of damages than those regulated in this section 13 is exclusively regulated by the Contract.

14. Duration of agreement and Processing Agreement termination

14.1. The Processing Agreement is effective as long as Workbuster processes personal data on behalf of the Customer.

14.2. Upon termination of the Contract, Workbuster shall stop processing personal data on behalf of the Customer. Workbuster shall within 30 days, in accordance with the Customer's choice, erase or immediately return all personal data to the Customer. Electronic personal data shall be returned electronically in accordance with the Customer's reasonable instructions, see section 7 of the Contract.

15. Other

15.1. The Parties agree that all other provisions of the Contract are applicable in applicable parts to the Processing Agreement, for example regulations on applicable law, litigation, etc.

Specification

Annex to Personal Data Process Agreement

Registered subject categories covered by processing: Candidates, Employees, Client Contacts.

Personal data categories:

Candidates

- Name
- Title
- Work description/Occupation
- Contact information
- Age
- Sex
- Results from personality or intelligence tests
- Graded competence
- Selection criteria
- Status on the candidate's application
- Where the candidate found the advertised position
- E-mail
- Calendar bookings
- Link to LinkedIn profile
- Profile picture
- Videos of the candidate

Employees

- In the management of career sites, such as;
- Presentation of employees that the Customer chooses publish on their career pages.
- User & employee data in the System:
- Name
 - Title
 - E-mail
 - Password
 - Phone
 - Access level
 - Job title
 - Occupation
 - Graded competence

Client Contacts

- Name
- Title
- Contact information
- Company affiliation

Other Personal Data:

In addition to the information above which can be registered directly in the system, the Customer or Candidate can also provide personal data in the free text field or by using the "upload document" function. Workbuster's liability for Other Personal Data is restricted in accordance with the Personal Data Processor Agreement. The Customer shall ensure that the Customer's personal data processing for Other Personal Data has a legal foundation and that registered parties receive correct and complete information about the processing. If consent is needed, the Customer ensures the correctness of the consent agreed upon by the subject at registration, and that it is at all times consistent with Applicable data protection law.

Technical and organizational measures:

The Personal data processor undertakes to take appropriate technical and organizational measures to ensure a security level suitable to the risk and personal data category stored.

Access protection

When computer equipment and removable data media used for personal data processing at Workbuster are unsupervised, the equipment and media shall be locked up in order to prevent unauthorized use, influence or theft. Otherwise, the personal data shall always be encrypted.

If laptops are used in personal data processing, personal data on internal and removable storage devices shall always be encrypted.

Backup copy

Personal data shall regularly be transferred to backup copies. The copies shall be stored separately and well protected so that personal data can be restored after technical disruption. Workbuster shall have a routine for read back tests.

Access control

A technical system for authorization control shall control access to personal data for Workbuster. Access shall be limited to those in need of the data for work. Usernames and passwords shall be personal and may not be delegated to others.

Data communication

Connection for external data communication shall be protected in a way that prevents unauthorized access. Authentication is required for access to potentially sensitive or integrity sensitive personal data. Personal data transferred by data communication outside Workbuster facilities shall be encrypted.

Deletion

When internal or removable storage devices containing personal data are no longer be used for their purpose, the personal data shall be deleted in such a way that it cannot be restored.

Repair and service

During the repair and service of computer equipment used to store the Customer's personal data, by a party other than Workbuster, a contract regulating the security and confidentiality with the service company shall be agreed upon.

Principles for personal data use

The Customer's users have individual accounts for the services provided by Workbuster. If a user is no longer with the Customer, it is the Customer's responsibility to deactivate the user account.

Subprocessors

- *Cygate AB*, located in Sweden, providing Workbuster's servers.
- *Uppsala Systemkonsult, UPSYS AB*, located in Sweden, providing consultancy services for optimizing the database housed on Workbuster's servers.
- *Microsoft Corporation (Azure)*, located within the EU, storing documents and backups located within the EU.
- *CloudConvert*, localized within the EU, converting documents to PDF format.
- *Heroku*, located within the EU, operating applications not operated at Workbuster's own servers.
- *Amazon (AWS)*, located within the EU, operating data base and storing documents.