

TERMS AND CONDITIONS

U-Connect



POWERED BY UNDUTCHABLES

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Table of Contents

General Provisions

Article 1	Scope	2
Article 2	Definitions	2
Article 3	The Assignment	2
Article 4	Client Fee	2
Article 5	Invoicing	2
Article 6	Guarantee	2
Article 7	Compliance with the DBA Act	2
Article 8	Liability	2
Article 9	Prevention of Unlawful Discrimination	2
Article 10	Confidentiality	2
Article 11	Personal Data	2
Article 12	Invalidity	2
Article 13	Applicable Law and Competent Court	2

General Terms and Conditions

Below are the General Terms and Conditions of Undutchables-Connect B.V. ("Undutchables-Connect"). These General Terms and Conditions have also been filed with the Chamber of Commerce in Utrecht under number 94634645.

General Provisions

Article 1 Scope

1. These General Terms and Conditions apply to all current and future offers, assignments and other agreements of Undutchables-Connect insofar as they relate to the recruitment of contractors for clients.
2. Any purchasing or other terms and conditions of the Client shall not apply and are expressly rejected by Undutchables-Connect.
3. Deviations from these conditions shall only apply if agreed in writing.
4. Undutchables-Connect is entitled to amend these conditions unilaterally.

Article 2 Definitions

In these general terms and conditions, the following definitions apply:

1. **Undutchables-Connect:** the private limited company Undutchables-Connect B.V., having its registered office in Amstelveen.
2. **Platform:** the online platform U-Connect (www.u-connect.nl) operated by Undutchables-Connect B.V. where clients can post freelance assignments and where contractors can be recruited.
3. **Client:** any natural person or legal entity accepting assignments as a self-employed professional.
4. **Contractor:** any natural person or legal entity accepting assignments as a self-employed professional.
5. **Assignment:** the agreement between Client and Undutchables-Connect under which contractors may be introduced as candidates.
6. **Client Fee:** the fee payable by the Client to Undutchables-Connect, excluding VAT.

Article 3 The Assignment

1. All quotations are non-binding and subject to price changes.
2. An Assignment is concluded by written confirmation or by acceptance that Undutchables-Connect commences performance.
3. An Assignment is entered into for a fixed term.
4. The Assignment may be terminated with immediate effect in case of:
 - suspension of payments;
 - bankruptcy;
 - dissolution or cessation of business activities;
5. Upon termination, all claims of Undutchables-Connect become immediately due and payable.

Article 4 Client Fee

1. The Client shall be invoiced when the Client and Contractor reach agreement to work together.
2. The fee equals 10% of the agreed hourly rate (excluding VAT) multiplied by the intended duration expressed in working hours.
3. The fee is due at the start of the assignment.
4. Client and Contractor shall immediately inform Undutchables-Connect if the assignment is continued beyond the initially agreed duration.
5. If continued within one year after completion, a fee equal to 75% of the regular fee shall be charged based on the new agreed duration/hours.

Article 5 Invoicing

1. Invoices must be paid within thirty days of the invoice date without suspension, discount or set-off.
2. Collection and legal costs shall be borne entirely by the Client.
3. A copy of the invoice held by Undutchables-Connect shall constitute full evidence.
4. Complaints regarding invoices must be submitted in writing within ten days after the invoice date.

Article 6 Guarantee

1. If the assignment ends before completion of 25% of the intended duration and agreed hours, the Client is entitled to reimbursement of up to 50% of the fee. If the assignment ends after 25% but before 50%, reimbursement is limited to 25%. No reimbursement applies after more than 50% completion.

Article 7 Compliance with the DBA Act

1. Undutchables-Connect shall make every effort to advise Clients and Contractors in complying with the Dutch DBA Act and reducing the risk of false self-employment assessments.

Article 8 Liability

1. Payments between Clients and Contractors take place outside Undutchables-Connect.
2. Undutchables-Connect is not involved in the execution of the work and is not liable for damages arising from acts or omissions of the Contractor.
3. The Client guarantees that the Contractor is not engaged for the same activities performed within the previous six months as a temporary worker or employee for the same Client.
4. Liability for indirect damages, consequential damages, loss of profit, lost savings and business interruption is excluded.

Article 9 Prevention of Unlawful Discrimination

1. No unlawful distinction shall be made on grounds including religion, belief, political opinion, gender, race, nationality, sexual orientation, marital status, disability, chronic illness or age.

Article 10 Confidentiality

1. Undutchables-Connect and the Client shall not disclose confidential information unless required for performance of the Assignment or by law. Undutchables-Connect may use the Client's name for promotional purposes unless the Client objects in writing.

Article 11 Personal Data

1. The Client shall process personal data only in accordance with the GDPR.
2. Undutchables-Connect processes personal data in accordance with the GDPR and its privacy statement; <https://u-connect.nl/privacy-commitment>.
3. The Client may not disclose candidate data to third parties. Breach results in an immediately payable penalty of €25,000 per violation.

Article 12 Invalidity

1. If one or more provisions are invalid or annulled, the remaining provisions shall remain in force. Invalid provisions shall be replaced by provisions that most closely reflect their intent.

Article 13 Applicable Law and Competent Court

1. Dutch law exclusively applies to all offers, assignments and agreements of Undutchables-Connect.
2. All disputes shall be submitted exclusively to the competent court in the district where Undutchables-Connect has its office.