

Clear Screen — General Terms and Conditions

Version 1 — September 2026

Article 1 — Definitions

1.1 In these terms:

Clear Screen: [Clear Screen B.V.], registered with the Chamber of Commerce under number [KvK number], having its registered office in [city], the Netherlands.

Client: the party acting in the exercise of a profession or business that enters into an agreement with Clear Screen, or to whom Clear Screen issues a quotation.

Candidate: the natural person who is the subject of a screening. The Candidate is not a party to the Agreement.

Agreement: any agreement between Clear Screen and the Client for the provision of Services, including any order placed through the website.

Services: the pre-employment screening services, checks, packages, subscriptions, reports and documents supplied by Clear Screen.

Screening Profile: the specification recording which checks are performed for a given role and the justification for each.

Third-Party Fees: charges levied by an authority or register, including the fee charged by Justis for a Certificate of Conduct (VOG), which Clear Screen passes on without mark-up.

Report: the written outcome of a screening.

Article 2 — Applicability

2.1 These terms apply to all quotations, orders, Agreements and Services of Clear Screen, and to all pre-contractual dealings between the parties.

2.2 **Clear Screen contracts only with parties acting in the exercise of a profession or business.** The Services are not offered to consumers. By entering into an Agreement, the Client warrants that it is not acting as a consumer.

2.3 Clear Screen expressly rejects the applicability of any general terms, purchasing conditions or other conditions of the Client or of any third party, however described and whenever referred to, including where such conditions are referred to in the Client's order, purchase order, portal or correspondence. Only these terms apply. Any deviation is valid only where Clear Screen has agreed to it in writing and signed to that effect.

2.4 Where the Client has previously received these terms, they also apply to subsequent Agreements without further provision.

2.5 Where any provision is void or annulled, the remaining provisions remain in force, and the parties will replace the affected provision with one that approximates its purpose as closely as the law permits.

2.6 These terms are available in Dutch and English. In the event of any discrepancy, **the Dutch version prevails**.

Article 3 — Quotations and formation

3.1 All quotations are without obligation and valid for thirty days unless stated otherwise.

3.2 An Agreement is formed when the Client places an order through the website and Clear Screen confirms it in writing, or when the Client accepts a quotation in writing, whichever occurs first.

3.3 Prices stated are exclusive of VAT and exclusive of Third-Party Fees unless expressly stated otherwise.

3.4 Obvious errors or mistakes in a quotation, price list or on the website do not bind Clear Screen.

Article 4 — Performance of the Services

4.1 Clear Screen performs the Services on a best-efforts basis (inspanningsverbintenis). Clear Screen does not undertake to achieve any particular result, including any particular screening outcome, completion date or verification being possible.

4.2 Stated turnaround times are estimates and are never deadlines within the meaning of Article 6:83(a) of the Dutch Civil Code. Time is not of the essence.

4.3 The Services depend on the acts and responses of third parties, including Justis, DUO, former employers, referees, registers and partner providers. **Clear Screen has no control over the timing, availability, completeness or outcome of any such third party and accepts no liability in that regard.**

4.4 The Services depend on the participation of the Candidate. Where the Candidate does not complete their part, provides incorrect information, or withdraws, Clear Screen is entitled to charge for work performed.

4.5 Clear Screen verifies information against available sources. **Clear Screen does not warrant that a Report is complete, nor that the absence of an adverse finding means no adverse fact exists.** A Report records what the available sources showed at the time of the check.

4.6 Clear Screen may engage third parties in the performance of the Services. Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code are excluded.

4.7 Clear Screen may refuse or discontinue an assignment where, in its reasonable judgement, performing it would be unlawful, would conflict with its professional obligations, or would require a check that is not justified by the role concerned.

Article 5 — Obligations of the Client

5.1 The Client is responsible for the lawfulness of the screening it instructs. In particular the Client:

a. determines the purpose and means of the screening and acts as controller in respect of it; b. warrants that each check instructed is necessary and proportionate to the role concerned; c. warrants that it has a valid legal basis for the processing and that it does **not** rely on the Candidate's consent as that basis; d. informs the Candidate that a screening will take place, before it begins; e. communicates the outcome to the Candidate, or permits Clear Screen to do so; f. carries out any data protection impact assessment and any works council consultation required of it; g. supplies accurate and complete information.

5.2 The Client makes the hiring decision. **Clear Screen does not advise on, recommend or make any decision to engage, reject or dismiss any Candidate,** and a Report may not be presented to a Candidate or any third party as such a decision.

5.3 The Client uses the Report solely for the role and purpose for which it was obtained, does not retain it longer than its own retention policy and the law allow, and does not disclose it to third parties other than those within its organisation who need it for the hiring decision.

5.4 The Client does not submit personal data of a Candidate to Clear Screen other than through the channels Clear Screen designates for that purpose.

Article 6 — Prices, Third-Party Fees and payment

6.1 Third-Party Fees are passed on at cost, without mark-up. Where an authority changes its fee, the change applies to orders placed from that date.

6.2 Unless agreed otherwise, payment is due within fourteen days of the invoice date. Payment in instalments, set-off and suspension by the Client are excluded.

6.3 Where the Client fails to pay on time it is in default without notice of default being required, and owes the statutory commercial interest under Article 6:119a of the Dutch Civil Code, together with extrajudicial collection costs of 15% of the outstanding amount subject to a minimum of €150.

6.4 Clear Screen may suspend the Services where an invoice remains unpaid after a reminder, without liability for any consequence of that suspension.

6.5 Subscription credits are valid for the period stated and, where stated, roll over for one month only. Unused credits are not refundable.

6.6 Clear Screen may adjust its prices annually with effect from 1 January, on one month's notice. Where an increase exceeds 10% the Client may terminate the affected subscription with effect from the date the increase takes effect.

Article 7 — Data protection

7.1 In performing the Services Clear Screen acts as processor on behalf of the Client in respect of some processing, and as an independent controller in respect of other processing, including its own record-keeping and the handling of applications to authorities. The allocation of roles is set out in the Data Processing Agreement.

7.2 A separate Data Processing Agreement applies and forms part of the Agreement. In the event of conflict between that agreement and these terms, the Data Processing Agreement prevails in respect of the processing of personal data.

7.3 Each party bears responsibility for its own compliance with data protection law. The Client is responsible for informing the Candidate and for the lawfulness of its instructions.

7.4 Clear Screen deletes source documents and retains outcomes in accordance with the retention schedule published on its website, as amended from time to time.

Article 8 — Confidentiality and intellectual property

8.1 Each party keeps confidential any information of the other party that is marked confidential or that it should reasonably understand to be confidential, and does not use it for any purpose outside the Agreement.

8.2 All intellectual property rights in the platform, the Screening Profiles, templates, documents and methods of Clear Screen remain with Clear Screen. The Client receives a non-exclusive, non-transferable right to use the Reports and templates supplied, within its own organisation, for the purpose for which they were supplied.

8.3 Clear Screen may use anonymised and aggregated data derived from the Services for the improvement of its services, statistical analysis and publication, provided that no Candidate, Client or individual is identifiable.

Article 9 — Complaints and time limits

9.1 The Client examines each Report promptly on receipt. Complaints about the Services must be submitted in writing, with reasons, **within fourteen days of the Client discovering or reasonably being able to discover the matter complained of, and in any event within three months of delivery of the Report.**

9.2 A complaint does not suspend the Client's payment obligation.

9.3 Any claim against Clear Screen lapses by the mere passage of twelve months from the date the Report was delivered or the Services were performed, unless legal proceedings have been commenced before that date.

Article 10 — Liability

10.1 Clear Screen is liable only for direct loss resulting from an attributable failure in the performance of the Agreement.

10.2 The total liability of Clear Screen per event, or series of connected events, is limited to the amount invoiced to the Client for the assignment to which the liability relates, and in any event to a maximum of the amount invoiced to and paid by the Client in the twelve months preceding the event, with an absolute ceiling of €[amount].

10.3 The liability of Clear Screen is at all times limited to the amount actually paid out by its liability insurer in the case concerned, plus the applicable deductible. Where the insurer does not pay out, Article 10.2 applies.

10.4 Clear Screen is not liable for indirect loss, including loss of profit, loss of turnover, missed savings, reputational damage, loss of data, claims by third parties, costs of recruitment or re-recruitment, wasted onboarding costs, or loss arising from any decision the Client makes on the basis of a Report.

10.5 Clear Screen is not liable for loss resulting from:

a. incorrect, incomplete or late information supplied by the Client or the Candidate; b. the acts, omissions, timing or determinations of any authority, register or third-party provider, including Justis and DUO; c. an application being refused, delayed or issued on a profile selected by the Client; d. the Client's failure to inform the Candidate or to establish a valid legal basis; e. the Client's use of a Report for a purpose other than that for which it was supplied; f. any hiring, rejection or dismissal decision.

10.6 The limitations in this Article do not apply where the loss is the result of **intent or deliberate recklessness** on the part of Clear Screen or its managerial staff, or where mandatory law does not permit them.

10.7 The limitations in this Article apply equally to any claim in tort and to any claim against persons engaged by Clear Screen, who may invoke them directly.

Article 11 — Indemnity

11.1 The Client indemnifies Clear Screen against all third-party claims, including claims by Candidates, supervisory authorities and works councils, and against any fine, penalty or order imposed, together with reasonable costs of legal assistance, where these arise from or relate to:

a. the Client's instruction to perform a check that was not justified by the role; b. the Client's failure to inform the Candidate, to communicate the outcome, or to establish a valid legal basis; c. information supplied by the Client that was incorrect or incomplete; d. the Client's use, retention or disclosure of a Report; e. any decision taken by the Client.

11.2 This indemnity does not extend to loss caused by the intent or deliberate recklessness of Clear Screen.

Article 12 — Force majeure

12.1 Clear Screen is not obliged to perform where prevented by force majeure, which includes: unavailability, backlog, policy change or refusal on the part of any authority or register, including Justis and DUO; failure of DigiD or any identification service; failure of a partner provider; loss of or delay in obtaining any permit; cyber incident; power, network or hosting failure; and government measures.

12.2 Where force majeure lasts longer than sixty days, either party may terminate the Agreement in writing for the unperformed part, without any obligation to compensate the other.

Article 13 — Term, suspension and termination

13.1 Assignments for individual screenings end on delivery of the Report.

13.2 Subscriptions run for one month and renew automatically, subject to one month's notice of termination given in writing.

13.3 Clear Screen may suspend or terminate the Agreement with immediate effect, without liability, where the Client is in default of payment, is granted a moratorium, is declared bankrupt, ceases business, or where Clear Screen reasonably believes that continuing would be unlawful or in breach of its professional obligations.

13.4 Articles 5.3, 8, 9, 10, 11 and 14 survive termination.

Article 14 — Governing law and jurisdiction

14.1 These terms and all Agreements are governed exclusively by the law of the Netherlands. The Vienna Sales Convention does not apply.

14.2 All disputes will be submitted exclusively to the competent court of the **Rechtbank Noord-Holland, location Alkmaar**, without prejudice to the right of Clear Screen to bring proceedings before the court that would have jurisdiction in the absence of this provision.

Article 15 — Amendments

15.1 Clear Screen may amend these terms. Amendments take effect thirty days after notice to the Client, and apply to Agreements entered into after that date and to subscriptions from the start of the next subscription period. Where an amendment materially disadvantages the Client, the Client may terminate the affected subscription with effect from the date the amendment takes effect.

15.2 These terms are filed with the Chamber of Commerce under number [number] and are available at clearscreen.online/terms.