

## **TERMS AND CONDITIONS**

## 1. Definitions

- 1.1 The definitions used below in these terms and conditions have the following meaning, unless the specific context provides other definitions:

"Chabber ApS"	means Chabber ApS, company reg. (CVR) no. 37 52 46 46, Vingårdstrædet 21, 1. tv. DK-1070 København K.
"Employees"	means any User who visits or uses the Website for the purpose of obtaining employment for a shorter or longer period of time; or (ii) actually obtains employment with an Employer for a shorter or longer period of time via the Website.
"Employment"	means any form of employment of an Employee with an Employer as specified in an Employment Agreement, irrespective of the length thereof, which has been entered into, directly or indirectly, via the Employee's and the Employer's use of the Website.
"Employment Agreement"	means any agreement on recruitment and occupation entered into between an Employee and an Employer, including in the format appearing from the employment agreement template available on the Website. In the event of discrepancies between these Terms and any Employment Agreement, including regarding matters relating to Chabber ApS, these Terms take precedence at all times.
"Employers"	means any User who (i) visits or uses the Website for the purpose of the recruitment of services for a shorter or longer period of time; or (ii) actually recruit and Employees for a shorter or longer period of time via the Website.
"Terms"	means these terms and conditions (as amended from time to time by Chabber ApS) and any other

document referred to in these Terms or otherwise made available by Chabber ApS on the Website.

“User” means any person who uses or visits the Website (irrespective of the intention behind and irrespective of the way in which the use or visit has taken place) and/or who registers a profile on the Website.

“Website” means [www.chabber.com](http://www.chabber.com) all related websites as well as any other websites managed by or associated with Chabber ApS.

## **2. Introduction**

- 2.1 These Terms apply to the relationship between Users and Chabber ApS in connection with a User setting up a profile on the Website and thus accepting these Terms.
- 2.2 If a User does not accept these Terms, such person must refrain from registering a profile or in any other way use the Website.
- 2.3 Chabber ApS reserves the right to make amendments to the Website and these Terms at any time. Users are responsible themselves for keeping up to date with these Terms. Any use of the Website is subject to the Terms applicable at the time of the use of the Website. Any change or amendment will apply from the point of time at which Chabber ApS introduces such changes to the Website. Any User consents to being bound by any amendment to the Terms by using the Website.

## **3. General**

- 3.1 With the Website, Chabber ApS provides the User with a platform that facilitates contact between Employees and Employers. The Website also provides access to certain information enabling Employees and Employers to contact each other and prepare and enter into Employment Agreements with each other.

- 3.2 Employees as well as Employers must comply with regulation, collective bargaining agreements, local agreements, and general practices applicable from time to time in relation to any Employment. Users acknowledge and accept that Chabber ApS is not to be regarded as a party to any Employment and, consequently, cannot be held accountable for the fulfilment of any obligation in that regard.
- 3.3 Employees and Employers are obligated to enter into an Employment Agreement prior to any Employment taking place.

#### **4. Duties of the Employer**

- 4.1 The Employers must ensure that the Employees are offered the same economic conditions, including salary, retirement and holiday pay, and the same facilities and benefits as the permanent employees. It is noted that any form of economical supplement, which is common practice for permanent employees but not written down in the Employment Agreement, must also apply to the Employee, so the Employee does not receive less pay than the permanent employees.
- 4.2 The Employers take full responsibility for making the necessary documentation in accordance with Danish law's general rules. The documentation produced by the Employer may not in any way derogate from these Terms and Conditions.
- 4.3 The nature, expected duration, salary etc. of the work is to be agreed between the Employer and the Employee prior to an Employment and must be documented in writing by the Employer and the Employee in the form of a physically or electronically signed Employment Agreement, a copy of which must be submitted to Chabber ApS without undue delay.
- 4.4 The Employer must only hire Employees above the age of 16.
- 4.5 When hiring an Employee below the age of 18, the Employer has an obligation to instruct the Employee in any way necessary according to applicable law. When hiring an Employee below the age of 18, clauses 4.1 and 4.3 also apply.
- 4.6 The Employer must comply with the collective bargaining agreements, local agreements, and general practices applicable from time to time in relation to the Employee as part of the Employment with the Employer.

- 4.7 The Employer is responsible for ensuring that the salary paid includes both the hourly wage, holiday allowance, pension and any economical supplements.
- 4.8 The Employer may at any time shorten or terminate any Employment in accordance with the provisions of the Employment Agreement. In any such event, the Employer is obligated to (i) provide the Employee with written notice identical to the termination notice which the Employee must give pursuant to applicable law or any relevant collective bargaining agreement, and (ii) notify Chabber ApS in writing hereof. If the Employer cancels an Employment Agreement the Employer shall charge a fee of DKK 500 to Chabber ApS, excl. VAT paid in accordance with paragraph 6.
- 4.9 The Employer has full instruction and management powers as well as the supervisory authority in relation to the Employee. Chabber ApS does not assume any liability for the Employer's actions, including any unlawful actions, faults and omissions made by any Employee while performing his or her tasks with an Employer. It is the responsibility of the Employer to ensure that the Employee is capable of performing the agreed work and that the Employee has the necessary knowledge of material, machines etc. and any related safety provisions.
- 4.10 It is the responsibility of the Employer to instruct the Employee to the extent necessary in how to perform the tasks as well as informing the Employee of any relevant internal rules and procedures in the business of the Employer.
- 4.11 In the event that an Employer is forced to amend the employment conditions in relation to time, place or nature of the tasks during an Employee's performance of his or her work, the Employee and Chabber ApS must be notified thereof in writing without undue delay in the form of an updated Employment Agreement. Any update must be done in accordance with clause 4.3. In the event that the Employer does not notify the Employee and Chabber ApS in due time, the Employer is liable to pay any loss or expenses incurred by the Employer, the Employee and/or Chabber ApS as a result of the amended employment conditions.
- 4.12 The Employer is obligated to ensure that the employment conditions for the Employee are sound in terms of safety and health and that they comply with applicable law, including the Danish Working Environment Act (in Danish: "*arbejds miljøloven*"), the Danish Anti-Discrimination Act (in Danish: "*diskriminationsloven*") and the Danish Equal Treatment Act (in Danish: "*ligebehandlingsloven*").

- 4.13 The Employer must ensure that the Employee is sufficiently insured, including against third-party risks and occupational injury, pursuant to any law and collective bargaining agreements applicable from time to time. If you book a Chabber as a private person for a private event, the Chabber is covered by Chabber ApS 'insurance in case of a damage / accident at the workplace.
- 4.14 In the event that after the termination of any Employment, the Employer wishes to hire, on a permanent basis, any Employee who has worked for the Employer within the past six months, the Employer may only do so with Chabber ApS' prior written consent. In this connection, the Employer must pay a job provision fee to Chabber ApS of DKK 5,000. If the Employer hires an Employee with no prior written consent from Chabber ApS then the company will be subject to a DKK 15,000 penalty, which shall be paid to Chabber ApS.

## **5. Contribution Rates**

- 5.1 The Employees must be considered hourly paid temporary employees at Chabber ApS and should therefore not be perceived as full-time employees.
- 5.2 It is the Employer who is responsible for paying the contribution rates in line with their permanent employees.

## **6. Payment**

- 6.1 Salary etc. to the Employee

Chabber ApS is responsible for administration and payment of salary, holiday allowance, pension and economic supplement to the Employee for his/her work in accordance to the Employment Agreement, cf. section 6.3.

- 6.2 Commission and Service Fees

- 6.2.1 Chabber ApS charges the Employer a commission fee per job posting and a commission fee per Employee work hour, put on top of the chosen hourly wage, to convey the contact between the Employer and the Employee via the Website. If the job posting is posted with a notice of 4 days or less, the commission fee for the job posting will increase. The commission fees are paid by the Employer, cf. section 6.3.

6.2.2 The Employer has 3 days from the end of the Employment to make alterations to a shift. If the alterations happen later than 3 days after the Employer is charged an additional commission fee.

6.2.3 Chabber ApS charges Chabbers a service fee per completed job. The service fee is deducted from the Chabbers' net salary over the Chabbers' paycheck in accordance to 6.1. The service fee covers various costs associated with the cooperation between the Company and the Chabber, including customer service as well as administration and payment of wages.

### 6.3 Payment

When the Employee has completed his/her work under the Employment Agreement, see section 4.3 (or in connection with the cancellation thereof, see section 4.8, or in connection with changes thereto, see section 4.11), the Employer may choose between the following payment systems:

(a) Payment by invoice

The Employer may choose to make payments by receiving an invoice from Chabber ApS, which will require the total payroll payment for Employee's service plus Chabber ApS' commission fees according to item 6.2 (including VAT). The invoice shall, unless otherwise agreed, be paid within seven days.

(b) Payment via Yourpay

The Employer may choose to make payments via Yourpay, with a transaction fee of 2.0%, excluding VAT, of the total amount of Employee's salary as stipulated in the Employment Agreement plus Chabber ApS' commission fees according to item 6.2 (including VAT) shall be added.

On a monthly basis (or no later than seven banking days after the Employee has completed his/her work in accordance to the Employer Agreement), via Yourpay (i) the total salary payment, etc., is transferred to the Employee as stated in the Employment Agreement and (ii) commission fees (see section 6.2) and transaction fee for Chabber ApS.

### 6.4 Delayed payment

- 6.4.1 In case of late payment, Companies, irrespective of payment method, are obliged to pay interest from the due date. The interest rate is calculated on the basis of the current rate from Danmarks Nationalbank with addition of 8% cf. Rentelovens § 5, stk. 1.
- 6.4.2 In case of late payment, Companies are subject to a fixed compensation fee of DKK 310 in accordance with the provisions of Rentelovens § 9a, stk. 3
- 6.4.3 In case of late payment, a reminder is sent to Companies, where companies are subject to a revocation fee in accordance with the rules in rentelovens § 9b.

## 6.5 Information

Each of the Employer and the Employee is obligated to ensure that Chabber ApS receives sufficient information regarding the Employment that is necessary or which Chabber ApS requests for the purpose of calculating the fees mentioned in this clause 6.

- 6.6 The applicable fees at any time, including commission and service fees, and all other amounts, will be available at the Website. The amounts can be adjusted from time to time by Chabber ApS.

## 7. Undertakings, Obligations etc.

- 7.1 Upon registration on the Website, as well as any time thereafter, each User represents and warrants the following:
  - (i) that all information provided to Chabber ApS is accurate and correct in all regards and that they are up-to-date and not misleading in any way;
  - (ii) that no marketing or advertising, neither direct nor indirect, takes place via the Website, except for the purpose of entering into an Employment Agreement pursuant to these Terms;
  - (iii) that they will refrain from participate in employments that, based on the User's knowledge, will result, or is likely to result, in (i) violation of applicable law; (ii) violation of any agreement, schemes, or obligations towards any third party; or (iii) regulatory or ethical conflicts;



- (iv) that in connection with any Employment, the User in question will (i) comply with applicable law; (ii) not participate in activities or conduct that constitutes a violation of applicable law; and (iii) not take, or fail to take, any action which would cause or lead to Chabber ApS or any third party being in violation of applicable law;
- (v) that any use of information to which the User has been given access via the Website, including other User's contact details and other data, is prohibited, unless the purpose of such contacting, or attempting to contact, Chabber ApS or other Users is in connection with services offered via the Website; and
- (vi) that the User agrees that Chabber ApS is entitled to use the User's logo, image, and loyal name and as part of Chabber ApS's normal marketing, and
- (vii) that the User in question does not agree, directly or indirectly, to contact or approach, or attempt to contact or approach, any other User with whom the User in question has been employed or who has been employed by the User in question via the Website, unless such contact or approach takes place as part of a new Employment via the Website. This obligation applies from the time at which the User in question is introduced to the other User and continues to apply for a period until 12 months after the date of termination of the relevant Employment with or by the User in question.

Each User acknowledges and accepts that Chabber ApS, provided that Chabber ApS has reasonable suspicion of any violation of the above-mentioned undertakings, obligations etc., is entitled to review any User's correspondence with other Users via the Website with a view to determine whether the User in question is in breach of one or more of the undertakings, obligations etc. mentioned above.

- 7.2 Each User acknowledges and accepts (i) that the User itself, and not Chabber ApS, is responsible for the fulfilment of the User's obligations as set forth in the Employment Agreement; (ii) that Chabber ApS is not a party to any such Employment Agreement; and (iii) that unless otherwise expressly stated in these Terms, Chabber ApS waives any and all liability for damages that may arise or be related to such Employment Agreement.

## **8. Illness**

- 8.1 If the Employee gets ill after the person has started his shift, the Employee can claim full salary from the Employer that day. If the Employee has other planned shifts at the same Employer and sees the need to cancel due to the same disease, the Employee must also have full salary for these days. If the disease occurs before the shift starts, the Employee does not have a claim for pay. The Employer can get the corresponding to the sickness benefit rate ('sygedagpengesatsen') at the municipality the Employee lives.

## **9. Intellectual Property Rights**

- 9.1 Any and all intellectual property rights connected to the Website or other services provided by Chabber ApS, including patents, trademarks, domain names, copyrights, design rights, software, trade secrets, and knowhow, belong to Chabber ApS with all rights reserved.
- 9.2 Each User warrants that no confidential, private or secret information that may offend, appropriate without authorization or conflict with any intellectual property rights belonging to any third party is disclosed to Chabber ApS or to the Website, and each User accepts to indemnify and hold Chabber ApS harmless from and against any liability that Chabber ApS may incur in connection with any claims made against Chabber ApS based on allegations that the information which the User in question has disclosed to Chabber ApS or to the Website is in breach of any intellectual property rights or other property rights belonging to any third party.
- 9.3 Unless otherwise specifically agreed between the Employer and the Employee, applicable Danish law on the use of intellectual property rights originating from an Employee's Employment with an Employer apply.

## **10. Confidentiality**

- 10.1 Each User acknowledges and accepts (i) that any confidential information regarding Chabber ApS that is disclosed to the User, or which in any other way is made available via the Website, in accordance with these Terms or as part of any Employment, is to be regarded as the sole property of Chabber ApS; and (ii) to keep such information confidential and not disclosed it to any third party, with the exception, however, of when publication is required by applica-

ble law, provided that the User in question (a) to the extent possible, notifies Chabber ApS in writing of the information which is to be made public and of the circumstances in which disclosure is claimed to be necessary as early as possible prior to making such disclosure; and (b) takes all reasonable precautions in order to avoid and limit disclosure.

- 10.2 Chabber ApS undertakes to keep any information provided by any User confidential at all times.

## **11. Data Protection**

- 11.1 Chabber ApS must at all times comply with applicable law on data protection and protection of privacy regarding the processing of personal data of Employees. When applying this provision, the term "personal data" has the same meaning as the equivalent term in the Danish Act on Processing of Personal Data (in Danish: "*persondataloven*").
- 11.2 Chabber ApS is entitled to store and process personal data or other information submitted by a User, e.g. name, contact information, work experience, and education, for the purpose of administering each User's participation in an Employment. Each User acknowledges that Chabber ApS may, to any extent necessary, transfer such personal data to other Users in connection with a User's job options with such other User.
- 11.3 Each User acknowledges and accepts that under certain circumstances, Chabber ApS may be under an obligation to pass on personal data to third parties, e.g. in order to comply with applicable law or to protect and defend Chabber ApS' property rights, provided that the relevant third party receiving the information is bound by confidentiality.
- 11.4 Manipulation or attempt of manipulation of information on the Website or other information or documentation provided by Chabber ApS is unlawful and will be reported to the competent authorities.

## **12. Privacy Policy**

- 12.1 Your use of the Website is subject to our privacy policy on how we collect, use, protect and otherwise process your personal data. Please see our privacy policy on the Website for more information.

### **13. Newsletters**

- 13.1 When a User discloses personal information to Chabber ApS, Chabber ApS might send such User newsletters and other messages to the User's email address, provided that Chabber ApS deems it to be relevant.
- 13.2 Each User may at any time unsubscribe from newsletters by clicking the unsubscribe link in the newsletter or notifying Chabber ApS via email.

### **14. Liability**

- 14.1 Chabber ApS is solely to be regarded as a provider of a platform for Users facilitating contact between Employers and Employees, and Chabber ApS assumes no obligations of any kind unless otherwise provided in these Terms. Any use of the Website takes place at the Users' risk, and any obligation in relation to the planning and execution of any Employment is a matter between the Employer and the Employee.
- 14.2 Chabber ApS has no liability for late payment of salary if the delay is due to the Employer, Employee, Yourpay or Proløn A/S, including, but not limited to, if the Employer or Employee have provided incorrect information.
- 14.3 Chabber ApS cannot be held responsible for any damages, either directly or indirectly, which may arise in connection with an Employment Agreement and Users shall refrain from raising any claim against Chabber ApS in relation thereto. It is explicitly stated that, in the light of the principle of equal treatment between permanent employees and Employees, the latter must be covered by the Employers' injury insurance ('arbejdsskadeforsikring') and corporate insurance ('erhvervsforsikring').
- 14.4 Unless otherwise provided in these Terms, Chabber ApS cannot and must not be held responsible for any loss, damages, costs, expenses, or any other claims, including operating loss, loss of orders, loss of proceeds, loss of goodwill, loss of data or information, particular or indirect losses, consequential loss, or other losses originating in connection with these Terms.
- 14.5 Chabber ApS does not assume any liability towards the Users regarding the content or links made available on the Website.

- 14.6 Each User accepts that Chabber ApS is not liable for any loss or failure of its systems (irrespective of the cause), nor can Chabber ApS be held liable for any costs, expenses, losses or damages, irrespective of whether the cause is a defect or failure in the transfer of its systems. Chabber ApS must, to the best of Chabber ApS' ability, endeavor to remedy such faults, defects, losses or failures as quickly as possible.

## **15. Assignment**

- 15.1 Chabber ApS may transfer all or part of Chabber ApS' rights and/or obligations under these Terms to any affiliated Employer without the User's consent.
- 15.2 No User may transfer its rights and/or obligations under these Terms or any Employment Agreement to any other party without Chabber ApS' prior written consent.

## **16. Partial Invalidity**

- 16.1 In the event that any provision in these Terms or the application thereof is declared or deemed invalid or unenforceable, partially or fully, such provision will be regarded as being separated and will not affect the validity and enforceability of the remaining provisions of these Terms.

## **17. Commencement and Termination**

- 17.1 These Terms come into force at the time of your acceptance and will continue to be in force until termination either by you or by Chabber ApS pursuant to this clause 17.
- 17.2 The User may terminate these Terms at any time by deleting his or her profile on the Website, with or without cause, or by a written request to Chabber ApS.
- 17.3 Chabber ApS may at any time terminate any User's profile and these Terms, with or without cause, by written notice to the relevant User's email address or other contact information provided.

- 17.4 On termination pursuant to this clause 17, clauses 7, 9, 10, 14 and 18 remain in force.

## **18. Governing Law and Venue**

- 18.1 These Terms are subject to Danish law and are to be construed pursuant thereto without consideration of any conflicts between statutory provisions.
- 18.2 Any dispute that might arise from these Terms is subject to the jurisdiction of the City Court of Copenhagen, Denmark.

## **19. Contact Information**

- 19.1 Chabber ApS may be contacted at:

Chabber ApS ApS  
Company reg. (CVR) no. 37 52 46 46  
Vingårdstrædet 21, 1. tv.  
DK-1070 København K  
E-mail: swl@chabber.dk  
Phone: +45 60 80 39 94