

# Staffers Terms & Conditions

## Staffers

### Definitions

- **Hirer**
  - the employer business
- **Staffer**
  - the contractor
- **Internal Employee**
  - the permanent employee
- **Staffers AS**
  - the software company delivering the application
- **Staffers Event AS**
  - the event agency connecting the Hirer to the Contractor.
- **StaffersApp**
  - the application
- **Contract**
  - the work agreement between the Hirer and Internal employee.
- **Contractor Agreement**
  - the work agreement between the Hirer and Staffer on Assignments
- **Assignment**
  - means assignment services to be performed by the Staffer for the Hirer for a period of time during which the Staffer is to work temporarily as a contractor for and under the supervision and direction of the Hirer. The StaffersApp will refer to an Assignment using the term “Job”;
- **Internal Assignment**
  - means assignment services to be performed by the Internal Employee for the Hirer for a period of time during which the Staffer is to work permanent for and under the supervision and direction of the Hirer. The StaffersApp will refer to an Assignment using the term “Internal Job”;
- **Assignment Details**
  - means the details of an assignment, these include position, time frame, hourly wage and a description of the assignment.
- **Staffer Rating**
  - is the evaluation of the Staffer’s performance during an assignment. The rating ranges from 1 to 5.
- **Hirer Rating**
  - is the evaluation of the Hirer’s performance during an assignment. The rating ranges from 1 to 5.
- **Confidential information**
  - means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Staffers AS or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how,

trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Staffer or any third party in relation to the Assignment by the Hirer or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;

- **Data Protection Laws**

- Means the Norwegian Act of 15. June 2018 no. 38 relating to the processing of personal data [Personal Data Act], including the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation) (“GDPR”). It also refers to all legislation and regulations enacted in Norway in respect of the protection and transfer of personal data;

- **Committed Worker**

- means a Staffer or Internal Employee that has been accepted by the Hirer on an Assignment request.

## **1.0 Employment**

1.1 When operating on Jobs through the StaffersApp you are a contractor for the business you choose to do an Event Assignment for (the Hirer). You are hereby not eligible for benefits such as vacation pay and insurance from the Hirer. Insurance is provided through a third-party payment provider called Manymore AS in Norway and Manymore AB in Sweden. You are never employed by Staffers AS.

1.2 When operating on Internal Jobs through the StaffersApp you are a temporary employee for the business you choose to do an Internal Assignment for (the Hirer). You are hereby eligible for employee benefits such as pension, vacation pay and insurance. You are never employed by Staffers AS.

## **2.0 The contract**

2.1. These Terms constitute the agreement between Hirer and the Staffer for the supply of services to the Hirer and they shall govern all Assignments undertaken by the Staffer. However, no contract shall exist between the Hirer and the Staffer between Assignments.

2.2. These Terms shall prevail over any other terms put forward by the Staffer and, in the event of conflict and notwithstanding anything to the contrary therein, over any terms which from time-to-time govern the Staffer’s access to, and use of, the StaffersApp (save insofar as the terms governing access to, and use of, the StaffersApp relate to limitations of Staffers AS’ liability in which case, in the event of a conflict, the terms governing access to, and use of, the StaffersApp shall prevail).

2.3 When regarding Internal Employees an employment agreement has been made outside of the StaffersApp and shall prevail.

## **3.0 Assignments and information to be provided**

3.1. As such, the Staffer and Internal Employee hereby warrants that:

(i) any data s/he inputs into the StaffersApp will be in all respects true, accurate and not misleading;

(ii) s/he shall respond to requests for data promptly and, where applicable, within the timeframes specified in other provisions of these Terms;

(iii) s/he shall only create “Job Profiles” on the StaffersApp if s/he has the experience, training, qualifications and any authorization(s) which are necessary or required by law in respect of the same; and

(iv) s/he will only indicate an interest in Assignments if s/he has the experience, training, qualifications and any authorization(s) which are specified to be necessary or required by law or by any professional body to work on the Assignment.

3.2. Staffers AS is not involved in the Hirer’s selection of Staffer(s) or Internal Employees for an Assignment or Internal Assignment, or requests for Committed Worker status (other than providing the Hirer with access to and use of the StaffersApp). Staffers AS neither accepts any liability in this regard nor gives any warranty or guarantee that the Staffer or Internal Employee will be selected for any Assignments by, or will receive requests to become Committed Workers from, Hirers.

3.3. It is a condition of these Terms and the Staffer’s or Internal Employee’s use of the StaffersApp that the Staffer, Event Staffer or Internal Employee agrees on an ongoing basis (including for the purposes of the Data Protection Laws) that Staffers AS and the StaffersApp may use, and provide to Hirers, data provided to Staffers AS by the Staffer or Internal Employee (including personal data and special categories of data) to facilitate and improve the Hirer’s selection and request for Committed Worker status processes referred to above and to ensure that the Staffer or Internal Employee is able to indicate an interest in potential Assignments which constitute a fit with the Staffer’s or Internal Employee’s profile criteria (including without limitation any Committed Worker status).

3.4. The Staffer or Internal Employee acknowledges that the nature of temporary work means that there may be periods when no suitable work is available and agrees that:

3.4.1. At the same time as an Assignment is requested, and accepted by the Hirer, Staffers AS shall provide by electronic means the Staffer or Internal Employee with Assignment Details setting out the following:

3.4.2. the identity of the Hirer, and if applicable the nature of their business;

3.4.3. the date the Assignment or Internal Assignment is to commence and the duration or likely duration of Assignment;

3.4.4. the type of work, location and hours during which the Staffer or Internal Employee would be required to work;

3.4.5. the Hourly Rate that will be paid and any expenses payable by or to the Staffer or Internal Employee;

3.4.6. any risks to health and safety known to the Hirer in relation to the Assignment or Internal Assignment and the steps the Hirer has taken to prevent or control such risks; and

3.4.7. what experience, training, qualifications and any authorization required by law or a professional body the Hirer considers necessary or which are required by law to work in the Assignment.

#### **4.0 The Staffer's obligations**

4.1. The Staffer or Internal Employee is not obliged to work on any Assignments found through the StaffersApp, however, if the Staffer or Internal Employee does request an Assignment or Internal Assignment during every Assignment and afterwards where appropriate, s/he will:

4.1.1. co-operate any comply with the Hirer's reasonable instructions and accept the direction, supervision and control of any responsible person in the Hirer's organization;

4.1.2. during each Assignment, devote the whole of his/her time, attention and skill to his/her duties in connection with the same, and perform those duties professionally, competently, faithfully, diligently, and to the highest ethical standards;

4.1.3. observe any relevant rules and regulations of the Hirer's establishment (including normal hours of work) to which attention has been drawn or which the Staffer might reasonably be expected to ascertain;

4.1.4. take all reasonable steps to safeguard his or her own health and safety and that of any other person who may be present or be affected by his or her actions on the Assignment and comply with the Health and Safety policies and procedures of the Hirer;

4.1.5. not engage in any conduct detrimental to the interests of the Hirer which includes any conduct which could bring Staffers AS and/or the Hirer into disrepute and/or which results in the loss of customers or business by either Staffers AS or the Hirer;

4.1.6. not commit any act or omission constituting unlawful discrimination against or harassment of any member of the Hirer's staff;

4.1.7. not at any time divulge to any person, nor use for his or her own or any other person's benefit, any Confidential Information relating to the Hirer's employees, business affairs, transactions or finances; and

4.1.8. take reasonable care of and, on completion of the Assignment or Internal Assignment, or at any time when requested by the Hirer, return to the Hirer any Hirer property or items provided to the Staffer in connection with or for the purpose of the Assignment, including, but not limited to any equipment, materials, documents, swipe cards or ID cards, uniforms, personal protective equipment or clothing.

4.2. In respect of each Assignment or part thereof:

4.2.1. the Staffer or Internal Employee must use every effort to arrive at the location at the start time, as specified in the Assignment Details Form; and

4.2.2. if the Staffer or Internal Employee is unable to arrive at such location at start time, they must inform the Hirer as soon as possible. This includes both the event when the Staffer, or

Internal Employee will be late or if the Staffer or Internal Employee will be unable for any reason to attend work. If the Staffer or Internal Employee becomes aware before the start time that s/he will not be able to attend work, at all or on time, s/he shall notify the Hirer within 6 hours of the start time.

4.3. If, either before or during the course of an Assignment or Internal Assignment the Staffer, or Internal Employee becomes aware of any reason why s/he may not be suitable for an Assignment, s/he shall notify the Hirer without any undue delay.

4.4. The Staffer or Internal Employee acknowledges that any breach of his/her obligations set out in these Terms (including without limitation this clause):

4.4.1. may by the sole and absolute discretion of Staffers AS result in the cancellation of ongoing and/or future Assignments and in the Staffer's use of the StaffersApp (and so the services provided by Staffer AS) being terminated indefinitely, unless the Staffer can show that the same was caused by exceptional circumstances (to be determined by Staffers AS by its sole and absolute discretion). This is not applicable to Internal Employees.

4.5 A Staffer's access to the website may be blocked particularly, if i) the Staffer displays unacceptable behavior in the service of a Hirer, ii) repeatedly disregards the instructions of the Hirer, iii) offers no excuse for not attending a job or iv) commits crimes outside of the service for a company of employment, which significantly reduce his recruitment capacity through Staffers AS. Staffers AS may also block a Staffer's access to the website if the rating of the Staffer or Event Staffer falls below a specified minimum of 2 stars. This section is not applicable to Internal Employees.

## **5.0 Rating**

5.1. For the purposes of quality assurance, Staffers AS conducts a rating system, which is visible to registered business users.

5.2. The Staffer agrees at the end of an Assignment, to provide a rating of the Hirer in the StaffersApp based on the following non-exclusive factors: Professionalism, communication and work environment (a "Hirer Rating"). The Staffer hereby warrants that each such Hirer Rating will be true, accurate and not misleading, and will reflect an objective impression gained during the Assignment. Ratings do not apply to Internal Assignments.

5.3. The Staffer acknowledges that at the end of each Assignment the Hirer may provide a rating of the Staffer in the StaffersApp based on the following criteria: Professionalism, punctuality, politeness and productivity (a "Staffer Rating"). Hirers will be required to warrant that each such Staffer Rating will be true, accurate and not misleading. Prior to selecting the Staffer for Assignments, Hirers shall be able to view the average of the Staffer's Staffer Ratings and may take the same into account when determining whether or not to accept the Staffer's request for an Assignment.

5.4. The rating by the Staffer of the Hirer and vice versa must be completed within 12 hours after completing an Assignment. Ratings do not apply to Internal Employees on Internal Assignments.

5.5. The rating criteria can be redefined at any time by Staffers AS.

5.5.1 If the Staffer receives a 1-star Staffer Rating that s/he considers unjustified, Staffers AS will, in a timely fashion, review the relevant Staffer Rating. The review will only be performed as long as the Staffer promptly provides in writing the reasons why the Staffer or considers the Staffer Rating unjustified as well as any supporting documentation relevant so Staffers AS may, by its sole and absolute discretion, carry out such a review. The Staffer agrees to co-operate with any such review conducted by Staffers AS, including to provide further information that Staffers AS by its sole and absolute discretion considers relevant to the same. Upon conclusion of any such review, Staffers AS will determine, by its sole and absolute discretion, whether to uphold, adjust or remove the relevant Staffer Rating.

5.5.2 For other ratings than a 1-star Staffer Rating, the Staffer may submit a written complaint to Staffers AS regarding a rating within five working days after the entry of the ratings on the website. The complaint shall state the reasons why the given rating does not correspond to objective criteria. In this case, Staffers AS will try to find a solution with the affected parties. If an objection is not made within the deadline for submitting a complaint, the rating is considered approved and confirmed.

## **6.0 Payment**

6.1. The Hirer shall set the rate of pay for the assignment. The Actual Rate of Pay will be notified on a per Assignment basis and set out in the relevant Assignment Details.

6.2 For Assignments, Staffers Event AS shall facilitate the payment on behalf of the Staffer through a third party provider Manymore AS in Norway and Manymore AB in Sweden. The Staffer's payment details such as full name, account number, person number, address and total wage will be provided by Staffers Event AS to the third party provider. Manymore AS in Norway and Manymore AB in Sweden will conduct the payment to the Staffer's bank account and report all appropriate taxes.

6.3 For Internal Assignments, The Hirer shall pay to the Internal Employee the Actual Rate of Pay. The Actual Rate of Pay will correspond with the rate of pay in the Internal Employee's permanent employment agreement with the organization or the Rate of Pay specified in the Internal Assignment.

## **7.0 Sickness (sykemelding)**

7.1 An Assignment cannot exceed a period of 27 days. Therefore, the Staffer does not qualify for sick pay, as the Staffer must have been working at least four weeks in advance to qualify for this. This does not apply to Internal Employees who are at any time eligible for sick pay unless they have been hired less than 14 days before the sickness takes place.

7.2 Staffers are eligible for sick leave with 100% pay from NAV from day 17 of the sickness.

## **8.0 Insurance**

8.1 During an Assignment, the Staffer is covered by the insurance provided by Manymore AS in Norway and Manymore AB in Sweden.

8.2 During an Internal Assignment, the Internal Employee is covered by the insurance of the Hirer.

## **9.0 Pension**

9.1 Staffers are covered by the Norwegian Folketrygden for "offentlig tjenestepensjon" through Manymore AS in Norway

9.2 Staffers are covered by the Swedish...

9.3 Internal Employee qualify for the Hirer's pension plan which has been agreed in their permanent employment agreement.

## **10.0 Confidentiality**

10.1. In order to protect the confidentiality and trade secrets of any Hirer and Staffers AS, and without prejudice to every other duty to keep all information given to it or gained in confidence secret, the Staffer or Internal Employee agrees as follows:

10.1.1. not at any time, whether during or after an Assignment or Internal Assignment (unless expressly authorized by the Hirer as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Hirer, with the exception of information already, or which comes into, in the public domain (otherwise than through the Staffer's or Internal Employee's unauthorized disclosure);

10.1.2. to enter into a confidentiality or non-disclosure or other similar agreement directly with a Hirer where a Hirer in its sole and absolute discretion requires so;

10.1.3. at the end of each Assignment or Internal Assignment to return to the Hirer (as directed) all documents and other materials belonging to the Hirer (and all copies) which are in the Staffer's or Internal Employee's possession, including documents and other materials created by him/her during the course of the Assignment; and

10.1.4. not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Hirer except when required to do so in the course of his/her duties under an Assignment in which event any such item shall belong to the Hirer as appropriate.

## **11.0 Termination of an Assignment**

11.1 The Staffer acknowledges that if the Hirer reasonably considers the services of the Staffer to be unsatisfactory, the Hirer may terminate the Assignment by instructing the Committed Worker to leave the Assignment immediately. If a Hirer chooses to terminate a Committed Worker's Assignment, the Hirer is still responsible for paying the Event Staffer's wage for the work hours specified in the Assignment Details.

## **12.0 Data Protection**

12.1. The new regulation, incorporated in Norwegian Law, cf. the Personal Data Act 2018, aims to give protection of natural persons in relation to the processing of personal data.

12.2. The Staffer or Internal Employee warrants that in relation to these Terms, s/he shall comply strictly with all provisions applicable to him/her under the Data Protection Laws and shall not do or permit to be done anything that might cause Staffers AS or the Hirer to breach any Data Protection Laws.

12.3. The Staffer or Internal Employee acknowledges that Staffers AS will need to hold, access and/or process personal data relating to him/her in accordance with Staffers AS's Data Privacy Policy (the "Data Privacy Policy") and any data privacy notice as may be provided to the Staffer (as amended from time to time).

12.4. The Staffer or Internal Employee acknowledges that their staffer profile will be visible for potential employers looking for new employees. Information such as email address, phone number, previous experience, languages, description, profile picture and video will be visible. No sensitive information will be visible to employers.

12.5. The Staffer or Internal Employee is obliged to familiarize themselves and comply with the Data Privacy Policy and data privacy notices as provided to him/her as amended from time to time. Failure to comply with the Data Privacy Policy and data privacy notices may lead to cancellation of current and future Assignments undertaken by the Staffer or Internal Employee or the Staffers AS may terminate indefinitely the Staffer's or Internal Employee's use of the StaffersApp.

12.6. By entering into these terms and conditions, the Staffer or Internal Employee acknowledges to have read and understood the Website-, Use-, Privacy- and Cookies Policy contained on Staffers AS' website (as amended from time to time).

12.7. Personal information provided in the profile is processed in accordance with Staffers AS' privacy notice.

12.8. Staffers AS does not have access to the personal information that you provide to the Hirer in relation to the Assignment or Internal Assignment.

12.9. On Assignments, Staffers Event AS has access to the Staffer's payment details to provide to Manymore AS in Norway and Manymore AB in Sweden for payment.

### **13.0 Anti-Bribery**

13.1 Staffers AS is committed to applying the highest standards of ethical conduct and integrity in its business activities in Norway and abroad. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all business dealings and relationships, wherever we operate. Staffers AS expects the same commitment from Staffers, Event Staffers, Internal Employees and Hirers and you hereby warrant that you comply and shall, for the period in which you use the Service, continue to comply with

(i) all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, and

(ii) any Staffers AS Anti-Bribery and Anti-Corruption Policy as may be in force from time to time (to the extent that this applies to Staffers and Hirers).



## **14.0 Newsletters**

14.1 When a Staffer or Internal Employee discloses personal information to Staffers AS, Staffers AS can send the staffer newsletters and other messages to the staffer's email address, provided that Staffers AS deems it to be relevant.

14.2 Each Staffer or Internal Employee may at any time unsubscribe from newsletters by clicking the unsubscribe link in the newsletter.

## **Contacting Staffers AS**

Staffers AS' office is located at:  
Gaustadalleen 21, 0349 Oslo

The live chat on our website [[link to the website](#)] is open:  
Mon – Thursday 10AM – 8PM  
Friday – Sunday 12PM – 8PM

# Businesses

## Definitions

- **Hirer**
  - the employer business
- **Staffer**
  - the contractor
- **Internal Employee**
  - the permanent employee
- **Staffers AS**
  - the software company delivering the application
- **Staffers Event AS**
  - the event agency connecting the hirer to the contractor
- **StaffersApp**
  - the application
- **Contract**
  - the contractor agreement between the Hirer and the Staffer
- **Assignment**
  - means assignment services to be performed by the Staffer for the Hirer for a period of time during which the Staffer is to work as a contractor for and during the event of the Hirer. The StaffersApp will refer to an Event Assignment using the term “Event Job”;
- **Internal Assignment**
  - means assignment services to be performed by the Internal Employee for the Hirer for a period of time during which the Staffer is to work permanent for and under the supervision and direction of the Hirer. The StaffersApp will refer to an Assignment using the term “Internal Job”;
- **Assignment Details**
  - means the details of an assignment, these include position, time frame, hourly wage and a description of the assignment.
- **Job Ad**
  - The recruitment service for permanent employment
- **Internal Solution**
  - The Internal network solution for transferring internal employees between departments in the organization.
- **Staffer Rating**
  - is the evaluation of the Staffer’s performance during an assignment. The rating ranges from 1 to 5.
- **Hirer Rating**
  - is the evaluation of the Hirer’s performance during an assignment. The rating ranges from 1 to 5.
- **Reporting of Outside Hires**
  - is the process of permanently/temporary hire of a staffer who is previously found and/or used through StaffersApp within the last 6 months, when the hire takes place outside of Staffers AS’ platform.
- **Hire Fee**
  - the fee of 3000 NOK charged from Hirers for hiring a Staffer outside the StaffersApp.

- **Penalty Fee**
  - The fee charged from Hirers if a Outside Hire is failed to be reported within one month of hiring.
- **Confidential information**
  - means any and all confidential commercial, financial, marketing, technical or other information or data of whatever nature relating to the Hirer or Staffers AS or their business or affairs (including but not limited to these Terms, data, records, reports, agreements, software, programs, specifications, know-how, trade secrets and other information concerning the Assignment) in any form or medium whether disclosed or granted access to whether in writing, orally or by any other means, provided to the Staffer or any third party in relation to the Assignment by the Hirer or by a third party on behalf of the Hirer whether before or after the date of these Terms together with any reproductions of such information in any form or medium or any part(s) of such information;
- **Data Protection Laws**
  - means the Norwegian Act of 15. June 2018 no. 38 relating to the processing of personal data [Personal Data Act], including the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation) (“GDPR”) and, in each case, all legislation and regulations enacted in Norway in respect of the protection and transfer of personal data;
- **Committed Worker**
  - means when a Hirer has accepted an Assignment request from a Staffer.

## 1.0 Employment

1.1 When hiring through Jobs on StaffersApp, Staffers become contractors at the Hirers event. Hirers are therefore responsible for paying staffers’ payment to Staffers AS, who is responsible for facilitating the payment through a third party payment provider, Manymore AS in Norway and Manymore AB in Sweden.

1.3 When hiring through the StaffersApp, Internal Employees are temporary hired by the Hirer. Hirers are therefore responsible for paying Internal Employee’s salaries and the benefits Internal Employees are eligible for. These include; vacation pay, pension and insurance.

## 2.0 The contract

2.1 These Terms constitute the agreement between Hirer and the Staffer or Internal Employee for the supply of services to the Hirer and they shall govern all Assignments or Internal Assignments undertaken by the Staffer or Internal Employee. However, no contract shall exist between the Hirer and the Staffer between Assignments. This does not apply to Internal Employees.

2.2. These Terms shall prevail over any other terms put forward by the Hirer and, in the event of conflict and notwithstanding anything to the contrary therein, over any terms which from time-to time govern the Staffer’s access to, and use of, the StaffersApp (save insofar as the terms governing access to, and use of, the StaffersApp relate to limitations

of Staffers AS' liability in which case, in the event of a conflict, the terms governing access to, and use of, the StaffersApp shall prevail). This does not apply to Internal Employees.

### **3.0 Hirer obligations**

3.1. To enable Staffer AS' platform to comply with its obligations, and to provide the Staffer or Internal Employee with information regarding potential Assignments or Internal Assignments sufficient to enable them to determine their interest in the same, the Hirer undertakes to provide to Staffers AS' platform details of each position/Assignment in which the Hirer seeks to fill, including the following:

3.1.1. the type of work that the Staffer or Internal Employee would be required to do;

3.1.2. the location and hours of work;

3.1.3. details regarding remuneration and emoluments;

3.1.4. by selecting the appropriate "Job Profile" on the StaffersApp, the experience, training, qualifications and any authorization which the Hirer considers necessary or which are required by law or any professional body for the Staffer or Internal Employee to possess in order to work in the position.

3.1.5. any risks to health or safety known to the Hirer and what steps the Hirer has taken to mitigate or eliminate such risks;

3.1.6. the date the Hirer requires the Committed Worker to commence the Assignment;

3.1.7. the duration or likely duration of the Assignment or Internal Assignment.

3.2. The Hirer acknowledges that Staffers AS will make available to the Staffer's or Internal Employee's registered with the details provided to it relating to potential Assignments or Internal Assignments facilitated by the StaffersApp. The Hirer acknowledges that the StaffersApp seeks to link Staffers or Internal Employee with Hirers in respect of potential Assignments; This is done by reference to the data (including personal data and special categories of personal data) provided by the Staffers or Internal Employee to Staffers AS, and any criteria specified by the Hirer in relation to the Staffer's or Internal Employee's characteristics (including without limitation Committed Worker status) and/or the potential Assignments or Internal Assignments (for example, without limitation, remuneration and emoluments, and experience, training, qualifications and any authorization(s) which the Hirer considers are necessary, or which are required by law or by any professional body). Pursuant to the aforementioned matching process, the StaffersApp will provide to a Hirer details of all, or a selection of, Staffers or Internal Employee who have expressed interest in an Assignment, from whom the Hirer shall select the Staffer(s) to execute the Assignment or Internal Assignment. Accordingly, the Hirer acknowledges that Staffers AS is not involved in the Hirer's selection of Staffers or Internal Employees for an Assignment or Internal Assignment (and makes no warranties or representations in relation to the suitability of a specific Staffer, or Internal Employee for a specific Assignment.

3.3. The Hirer agrees to provide a rating of the Committed Worker in the StaffersApp promptly after the Assignment (within 12 hours). The Rating is based on an overall

impression including the following non-exclusive factors: professionalism, punctuality, politeness and productivity (a “Staffer Rating”). The Hirer hereby warrants that each such Staffer Rating will be true, accurate and not misleading, and will reflect an objective impression of the Committed Worker gained during the Assignment. Ratings do not apply to Internal Employees on Internal Assignments.

3.4. The Hirer acknowledges that at the end of each Assignment the Committed Worker will provide a rating of the Hirer in the StaffersApp based on an overall impression including the following non-exclusive factors: professionalism, communication and work environment (a “Hirer Rating”). Staffers will be required to warrant that each such Hirer Rating will be true, accurate and not misleading, and will reflect an objective impression gained during the Assignment. Prior to accepting Assignments through the StaffersApp, the Staffer shall be able to view details of prior Hirer Ratings, and may take the same into account when determining whether or not to accept an Assignment. Hirer Ratings do not apply to Internal Assignments.

3.5. If a Hirer receives a 1-star Staffer Rating that s/he considers unjustified, the Staffers AS will, in a timely fashion, review the relevant Hirer Rating. The review will only be performed as long as the Hirer promptly provides in writing the reasons why the Hirer considers the Hirer Rating unjustified as well as any supporting documentation relevant so Staffers AS may, by the sole and absolute discretion, carry out such a review. The Hirer agrees to cooperate with any such review conducted by Staffers AS, including by providing it with such further information as Staffers AS by its sole and absolute discretion considers relevant to the same. Upon conclusion of any such review, Staffers AS will by its sole and absolute discretion determine whether to uphold, adjust or remove the relevant Hirer Rating. The Hirer agrees that the decision of Staffers AS in this regard shall be final and that the Hirer shall have no right to appeal against the same.

3.6. The Hirers are permitted to hire Staffers directly as employees outside of Staffers AS’ platform, cf. “Outside Hires”. By doing so, the Hirer is at the time of hiring required to pay a fee of 3000 NOK to Staffers AS if the hire is reported to Staffers AS within one month after hiring. If the hire is not reported, or is reported later than one month after hiring, Staffers AS has the right to invoice the “Penalty Fee” fee of 10.000 NOK to the Hirer. This is due to the on-boarding quality assurance process Staffers AS conducts on all Staffers. Any hire or engagement of the Staffer by Hirer set forth above shall be defined as an “Outside Hire” and shall trigger the “Hire Fee”, including a full time hire, part time hire, independent contractor hire, intern hire, or any other such engagement where Staffer receives any compensation from Hirer. In addition, “Outside Hire” also shall include any situation where Hirer who had contact with a staffer through the StaffersApp provides any information regarding staffers to a third party and that third party hires a Staffer within the six (6) month period, in any capacity, whether a full time hire, part time hire, independent contractor hire, intern hire, or any other such engagement or relationship where Staffers AS receives any compensation, directly or indirectly, from Hirer and/or the third party. This section does not apply to Internal Employees.

3.7 Hirers can purchase Job Ads when looking for permanent employees. The Hirer shall pay a price of 3000,- NOK per Job Ad unless discounts apply.

#### **4.0 Charges**

4.1. The Hirer agrees to pay the at all times applicable charges as notified to and agreed with Staffers AS or Staffers Event AS in writing.

4.2. The charges will be calculated on the following basis: A Service Charge of NOK 69,- per hour based on the number of hours worked by the Staffer(s) or (usually to the nearest quarter hour) in the Assignment.

4.3. On Assignments the charges will be calculated on the following basis: A Service Charge of NOK 69,- per hour + the agreed Assignment total wage.

4.4. The Service Charge covers the physical service Staffers AS provides and not for using the application. The physical service includes the following; reference checking, job matching, customer support and solving disputes regarding registered hours, salary payments and other conflicts that might occur.

4.5 For Internal Assignments, Staffers AS charges a monthly subscription charge of NOK 1499,- per location in an organization. Hirers using the Internal Solution agree to Staffers AS' Service Level Agreement applicable to Internal Assignments.

4.6. Staffers AS will invoice the Charges to the Hirer on a monthly basis. The Hirer will pay the Charges within 14 days of the date of the invoice via Direct Debit.

4.7. VAT is payable at the applicable rate on the entirety of the Charges.

4.8. No refunds are payable by the Staffers AS in respect of the Charges.

## **5.0 Unsuitability of a Committed Worker**

5.1. The Hirer undertakes to supervise and instruct the Staffer sufficiently to ensure the Hirer's satisfaction with the Committed Worker's standards of work. If the Hirer reasonably considers that the services of the Committed Worker are unsatisfactory, the Hirer may terminate the Assignment by instructing the Committed Worker to leave the Assignment immediately. Staffers AS may, by its absolute discretion, in such circumstances, reduce or cancel the Service Charges for the time worked by the Committed Worker. Staffers AS will only consider this as long as the Hirer has notified Staffers AS immediately after the Hirer has terminated the Assignment. If a Hirer chooses to terminate a Committed Worker's Assignment, the Hirer is still responsible for paying the Committed Worker's wage for the work hours specified in the Assignment Details. This section does not apply to Internal Employees.

5.2. The Hirer shall notify Staffers AS immediately, without any undue delay and in any event within the same working day, if the Hirer discovers that the Committed Worker fails to attend work. The Hirer shall promptly provide Staffers AS with details of when and how they became aware of the same along with details of, and where applicable copies of, any explanation and any other information or supporting documentation supplied to it by the Staffer in connection with the same. This does not apply to Internal Employees.

## **6.0 Termination of an Assignment**

6.1 The Hirer may terminate an Assignment at any time without prior notice and without liability within reasonable time given objective grounds are fulfilled according to The Working Environment Act (WEA) § 15-14.

6.2. If the Hirer breaches these Terms, Staffers AS may at its option and on written notice to the Hirer, suspend or terminate Hirer's access to the StaffersApp or terminate these Terms (including any applicable Assignment).

6.3. Without prejudice to the generality of the foregoing, where a Staffer has

i) on multiple occasions either arrived more than 30 minutes late at a location specified in the Assignment, and/or

ii) has failed to attend work, whether for the Hirer or other hirer(s),

Staffers AS reserves the right to terminate any ongoing and/or future Assignments of that Staffer or Event Staffer. Before undertaking such action, Staffers AS may seek to consult with relevant Hirers if the Staffer has ongoing or future Assignments, although Staffers AS shall have the final decision in this regard in its sole and absolute discretion. This section does not apply to Internal Employees.

## **7.0 Rating system**

7.1. For the purposes of quality assurance, Staffers AS conducts a rating system, which is visible to every registered user. Within 12 hours after completion of a job, the Staffer must rate the Hirer and vice versa, and comment for example on professionalism, punctuality, politeness, productivity, communication and work environment. Ratings do not apply to Internal Assignments.

7.2. The rating criteria can be redefined at any time by Staffers AS.

7.3. The comments of the Staffer or Hirer must be made conscientiously and correspond to the actual objective impression. If the Hirer does not agree with a rating, he may, within five working days after entry of the ratings on the StaffersApp, submit a written objection to Staffers AS stating the reasons why the given rating does not correspond to objective criteria. In this case, Staffers AS will try to find a solution with the affected parties. If an objection is not submitted within the deadline, the rating is considered approved and confirmed.

## **8.0 Confidentiality & Data Protection Laws**

8.1. All information relating to a Staffer or Internal Employee is confidential and subject to the Data Protection Laws and is provided solely for the purpose of providing work-finding services to the Hirer. Such information must not be used for any other purpose nor divulged to any third party and the Hirer undertakes to abide by the provisions of the Data Protection Laws in receiving and processing the data at all times.

8.2. Staffers AS undertakes to keep confidential all Relevant Terms and Conditions that the Hirer discloses to Staffers AS and not to use such information except for the purposes of compliance with the Staffer rating (including, for the avoidance of doubt and without limitation, when dealing with any request for information or complaint made by any Staffer or Internal Employee or any Staffer Rating Claim).

8.3. Information relating to Staffers AS' business, which is capable of being confidential, must be kept confidential and not divulged to any third party, except information which is in the public domain.

8.4. In the event a Staffer or Internal Employee works for a Hirer in an area of business giving him/her access to confidential information, the Hirer shall bear sole responsibility to ensure that the Staffer, Event Staffer or Internal Employee is made aware the information is confidential and where applicable, may require the Staffer or Internal Employee to sign a confidentiality or non-disclosure or other similar agreement. For the avoidance of doubt, and without prejudice to clause 13, Staffers AS shall not have any liability for any loss, liability, costs, damages, expenses or otherwise arising from any breach by the relevant Staffer or Internal Employee of the terms of any such agreement or, in the event that no such agreement has been entered into, the Staffer's or Internal Employee's misuse or unauthorized disclosure of confidential information or trade secrets.

## **9.0 Liability**

9.1. Whilst reasonable efforts are made by Staffers AS to give satisfaction to the Hirer by ensuring reasonable standards of skill, integrity and reliability from the Staffer or Internal Employee and to provide the same in accordance with the Assignment or Internal Assignment details as provided by the Hirer, no liability is accepted by Staffers AS for any loss (including losses arising from breach of contract, indirect or consequential losses, loss of profits), expense, damage or delay arising from the Staffer's or Internal Employee's job performance or from any acts or omissions of, or the negligence, dishonesty, misconduct or lack of skill, of the Staffer or Internal Employee or if the Staffer or Internal Employee terminates the Assignment for any reason. For the avoidance of doubt, Staffers AS does not exclude liability for death or personal injury arising from its own negligence or for any other loss which it is not permitted to exclude under law.

9.2. Staffers or Internal Employees are pursuant to these Terms engaged under contracts for services. They are not the employees of StaffersAS, but are deemed to be under the supervision and direction of the Hirer from the time they report to take up duties and for the whole duration of the Assignment. The Hirer agrees to be responsible for all acts, errors or omissions of the Staffer or Internal Employee, whether willful, negligent or otherwise while the Staffer or Internal Employee is on the payroll of the Hirer.

## **10.0 Sickness benefit**

10.1 An Assignment cannot exceed a period of 27 days. Therefore, the Staffer is not eligible for sick pay, as the employee must have been working at least four weeks in advance.

10.2 Internal Employee are eligible for sick pay unless they have been employed less than 14 days by the hirer.

## **11.0 Insurance**

11.1 During an Assignment, the Staffer is covered by the insurance provided by Manymore AS in Norway and Manymore AB in Sweden

11.2 During an Internal Assignment, the Internal Employee is covered by the Hirer's insurance plan.

## **12.0 Pension**



12.1 When working on an Assignment, the Staffer is eligible for “offentlig tjenestepensjon” through Manymore AS in Norway and Manymore AB in Sweden.

12.2 When working on an Internal Assignment, the Internal Employee is permanently hired by the Hirer and is therefore covered by the Hirer’s pension plan.

### **13.0 Anti-Bribery**

13.1 Staffers AS is committed to apply the highest standards of ethical conduct and integrity in its business activities in Norway and abroad. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all business dealings and relationships, wherever we operate. Staffers AS expects the same commitment from Staffers, Internal Employees and Hirers and you hereby warrant that you comply and shall, for the period in which you use the Service, continue to comply with

- (i) all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, and
- (ii) any Staffers AS Anti-Bribery and Anti-Corruption Policy as may be in force from time to time (to the extent that this applies to Staffers, Event Staffers, Internal Employees and Hirers).

### **14.0 Data Protection (GDPR)**

14.1. GDPR was approved by the EU Parliament on 14 April 2016. Enforcement date: 25 May 2018. The new regulation, incorporated in Norwegian Law, cf. the Personal Data Act 2018, aims to give protection of natural persons in relation to the processing of personal data.

14.2. The Hirer warrants that in relation to these Terms, s/he shall comply strictly with all provisions applicable to him/her under the Data Protection Laws and shall not do or permit to be done anything that might cause Staffers AS or the Staffer to breach any Data Protection Laws.

14.3. The Hirer acknowledges that Staffers AS will need to hold, access and/or process personal data relating to their business in accordance with Staffer AS’ Data Privacy Policy (the “Data Privacy Policy”) and any data privacy notice as may be provided to the Hirer as amended from time to time.

14.4. The Hirer is obliged to familiarize themselves and comply with the Data Privacy Policy and data privacy notices as provided to them as amended from time to time. Failure to comply with the Data Privacy Policy and data privacy notices may lead to cancellation of current and future Assignments posted by the Hirer, or the Staffers AS may terminate indefinitely the Hirer’s use of the StaffersApp.

14.5. By entering into these terms and conditions, the Hirer acknowledges to have read and understood the Website-, Use-, Privacy- and Cookies Policy contained on Staffers AS’ website (as amended from time to time).

### **15.0 Newsletters**

15.1 When a Hirer discloses personal information to Staffers AS, Staffers AS can send the hirer newsletters and other messages to the Hirer's email address, provided that Staffers AS deems it to be relevant.

14.2 Each Hirer may at any time unsubscribe from newsletters by clicking the unsubscribe link in the newsletter.

### **Contacting Staffers AS**

Staffers AS office is located at:  
Gaustadalleen, 0349 Oslo

The live chat on our website [[link to the website](#)] is open:  
Mon – Thursday 10AM – 8PM  
Friday – Sunday 12PM – 8PM