



## General Terms and Conditions for StaffNowUSA

These General Terms and Conditions (“**Agreement**”) apply to all services (“**Services**”), provided to you by StaffNowUSA, a business of StaffNow, S.L., (“**Provider**”), with corporate address at Juan Rejón Street, 67, 6th floor, Office 1, 35008, Las Palmas de Gran Canaria, a company registered in Spain, and holder of B-04945309 tax identification number.

This Agreement is a binding contract between any person or entity who visits, uses or accesses the Services (“**User**”) and the Provider. Thus, any interaction with the Services provided by the Provider will merit the consideration of User. Access or usage of Services provided by the Provider, signify that the User has read, understood and agreed to be bound by the terms and conditions of this Agreement, whether or not the User is registered in StaffNow. In case of acceptance on behalf of an employer or another entity, the User represents and warrants that it has full legal authority to enter into this Agreement on behalf of such employer or other entity and are able to bind such employer or other entity to the terms and conditions of this Agreement. This Agreement also incorporates the Provider’s [Privacy Policy](#) and any other specific terms of service (“**Specific Terms of Service**”), as applicable.

The Provider reserves the right to amend this Agreement, Privacy Policy and any other terms at any time by notifying the User as provided in this Agreement. A continued use of the Services after any such modifications constitutes the User’s acceptance of the revised Agreement. If the User does not agree to any of the terms set in this Agreement, it is not permitted to use or access (or continue to) the Services.

Certain features of the Services may also have their own specific terms and conditions that the User agrees to when signing up for that particular function or service.

When referring to the Provider and any Users involved in this Agreement the term “**Party**” when referred to individually, and the term “**Parties**” when referred to collectively, will be used when suited.

### 1. Definitions



**1.1.** The definitions set forth below apply to the entire Agreement, including the preceding provisions, and to the definitions themselves regardless of the relative position of the definition. Additionally, unless the contrary is specified, these definitions will extend and apply to other documents that complement the Agreement such as Specific Terms. The use of the defined terms in their plural form will not alter their meaning in coherence with the established definition.

- a) **Agreement:** The present General Terms and Conditions that regulate the relation between the Provider and the User which must be accepted in order to access and or make use of the Services provided.
- b) **Aircraft Technician or Technician:** any technician, engineer, mechanic, painter, and/or worker operating in the aircraft maintenance, repair, and overhaul industry.
- c) **Aviation Company:** Any company operating within the aviation industry, including but not limited to MRO and Engineering Organizations.
- d) **Bidder:** Any company or person who submits a bid for a Fixed-Price Project.
- e) **Client:** Users that can hold more than one more than one User Profile and StaffNow account and the corresponding user licenses.
- f) **Contracting Agency or Agency:** Agency or Agencies whose activities enable the provision, conclusion and administration of any type of Jobs between Aircraft Technicians and Aviation Companies.
- g) **Day:** A calendar day.
- h) **Dispute Notice:** A written notice informing the other Party the existence of a dispute to be resolved under provision 18 of this Agreement.
- i) **Fixed-Price Jobs:** Requests for execution of jobs defined as work packages in terms of time, price, and scope of work.

- j) **Job:** A temporary or permanent work assignment between an Aircraft Technician and an Aviation Company with or without the support of a Contracting Agency. Under this Agreement the term Job does not distinguish between the legal nature of the relationship agreed upon (employment, contract work, freelance, independent, etc.).
- k) **Job Posting:** Publication on StaffNow of the descriptive details of a Job for a period of 28 calendar days.
- l) **MRO:** Maintenance, Repair and Overhaul.
- m) **Profile or User Profile:** Individual collection of settings and information associated with a User. One Profile will be equivalent to one (1) user license and account on StaffNow.
- n) **Specific Terms of Service or Specific Terms:** Any other additional agreement that can be reached in connection with the Services between the Provider and the Users that involve terms and conditions that differ from or are not included in the present Agreement.
- o) **StaffNow:** The digital platform owned by the Provider which, including but not limited to, enables Aircraft Technicians to find, apply to and perform Jobs at Aviation Companies with or without the support of Contracting Agencies.
- p) **StaffNow Approved:** Refers to the badge which may or may not be associated to a specific Aircraft Technician's Profile in StaffNow intended to signify that the data and documents provided by the Aircraft Technician appear to be reasonable and consistent with the described skills and qualifications. No representation is intended to be made or can be made as to their validity and authenticity.
- q) **StaffNow Premium:** Refers to the upgraded platform usage plan.
- r) **StaffNow Service Center or Service Center:** The Provider's assistance service for technical user support.
- s) **StaffNow Standard:** Refers to a basic platform usage plan.

- t) **Services:** Any services provided by the Provider in connection with StaffNow, subject to established fees and effective contracted rate, when applicable.
- u) **Term:** Any provision contained in this Agreement.
- v) **User:** Any party that makes use of the Services provided by the Provider.

## 2. General Provisions

**2.1.** StaffNow provides a set of functionalities to connect Aircraft Technicians, Aviation Companies, Contracting Agencies, and other companies within the aviation sector, enabling the possibility of transparent communication, a higher ratio of filled Jobs, easier and faster sourcing and onboarding processes, optimization and automation of skills and qualification evaluation, including quality checks, vetting, opening evaluations, among other functionalities.

**2.2.** StaffNow provides Aircraft Technicians with the functionality to search for and apply to Jobs at Aviation Companies.

**2.3.** Aircraft Technicians are expected to provide and/or upload all required data and documentation to StaffNow in a timely fashion in order to ensure an effective and efficient review and processing of their applications to Jobs.

**2.4.** Aviation Companies may use StaffNow to post Jobs available for Aircraft Technicians describing the skills, qualifications and other requirements for each open Job.

**2.5.** Separately and subject to StaffNow Premium Specific terms and conditions, certain Aviation Companies may use StaffNow to search for and approach available Aircraft Technicians for a specific Job, always strictly following the guidelines set by Provider for the purpose.

**2.6.** Aviation Companies may use StaffNow to post requests for Fixed-Price Project bids, receive bids, negotiate the conditions of such bids, evaluate them, and accept or reject them.

**2.7.** Contracting Agencies may use StaffNow to offer their services to Aircraft Technicians and receive requests from Aircraft Technicians to execute certain activities for each Job to which the Aircraft Technician has applied. This may include, but will not be limited to, services regarding payroll processing, travel and accommodation, and other arrangements, which are necessary and/or related to a Job.



**2.8.** Contracting Agencies may also use StaffNow to act in the name of selected and specific Aircraft Technicians to apply to published Jobs. These Aircraft Technicians will have provided written, explicit and prior consent to StaffNow so the particular Contracting Agency can act in their name. Aircraft Technicians who choose to do so, are solely responsible for any actions taken on their behalf by the Contracting Agency, and it falls exclusively between them to establish the terms that will regulate their contractual relationship.

To communicate to the Provider that an agreement between an Aircraft Technician and a Contracting Agency has been reached, the Aircraft Technician will have to direct to [customersupportusa@staffnow.aero](mailto:customersupportusa@staffnow.aero) an e-mail containing at least the following statement:

*“I hereby instruct StaffNow SL to set my personal user profile and data on StaffNow to be managed under the sole responsibility of [the selected Agency] until [dd/mm/yyyy]. I hereby name [the selected Agency] my exclusive representative. Any actions taken or instructions given are to be considered done and given by me.”*

The statement will only be valid if it comes from the same e-mail address as the one linked to the Aircraft Technician’s User account and profile. At any time the Provider may directly contact with the corresponding User to confirm the decision.

If an Aircraft Technician wishes to end an agreement before the end date originally established by the Aircraft Technician, written communication to the Provider will be required. Until such communication has taken place, the Provider will understand that the agreement continues in full force until the date limit established by the Aircraft Technician has been reached. At that time, the Provider will automatically cease the ability of Contracting Agency to manage the Aircraft Technicians account on their behalf.

**2.9.** With the assistance of the StaffNow Service Center, Agencies may use StaffNow to post Jobs available for Aircraft Technicians at Aviation Companies the Agency works for, describing the skills, qualifications and other requirements for each open Job. In this case, the applications submitted by Aircraft Technicians for these specific Jobs may only be processed by the posting Agency.

**2.10.** Any communication and or interaction between Users will be kept within professional and moral standards as well utmost confidentiality

**2.11.** Users shall comply with all applicable laws, rules and regulations (including but not limited to employment law), as well as this Agreement at all times when using StaffNow and/or performing Job responsibilities related to a Job concluded via StaffNow.

### **3. Registration requirements**

**3.1.** StaffNow is intended solely for use by natural or legal entities (or partnerships involving legal entities) engaged in the practice of their trade, business, or profession. Consumers are therefore excluded from any kind of usage of StaffNow and it is not available to them. Under no circumstances will the Provider be responsible for StaffNow's usage by non-professional Users.

**3.2.** StaffNow can only be used by registered Users and any information within the platform shall only be visible and accessed after successful registration

**3.3.** The following additional registration requirements shall apply for Aircraft Technicians:

- a) All Aircraft Technicians who register on StaffNow must be real people. No dummy, fake or duplicate Profiles are allowed, upon detection by the Provider, these will be deleted. The Provider also reserves its right to exercise legal actions when such events are detected.
- b) Aircraft Technicians are not allowed to act on behalf of other users making the User Profile untransferable and inoperable by third parties except when an arrangement under provision 8.7. is reached.
- c) Any use of StaffNow implies that Aircraft Technicians guarantee their compliance with all applicable laws included but no limited to labour, tax and sector regulations. This includes but is not limited to the minimum age requirements in both the country of origin and the country where work will be performed, as well as visa and right to work requirements.

**3.4.** The following additional registration requirements apply for Aviation Companies:

- a) Aviation Companies which register and intend to use StaffNow are subject to prior validation by the StaffNow Service Center.
- b) When operating as User of StaffNow, Aviation Companies are required to be identified and act using their actual company name.

- c) Aviation Companies can be Users or Clients depending on the amount of Profiles they hold. Each Aviation Company Profile must be associated with one Aviation Company employee, where the employee's job title shall be specified. Profiles cannot be shared by several Aviation Company employees. The responsibility to control and verify such aspects falls exclusively on the Aviation Companies which must ensure that employees using StaffNow on behalf their behalf do so within their own contractual boundaries and strict legality.

**3.5.** The following additional registration requirements apply for Contracting Agencies:

- a) Contracting Agencies, which register and intend to use StaffNow are subject to prior validation by the StaffNow Service Center.
- b) When operating as User of StaffNow, Contracting Agencies are required to be identified by their actual company name.
- c) Contracting Agencies are Users or Clients who are allowed to have more than one Profile. Each Agency Profile must be associated with one Agency employee where the employee's job title shall be specified. Profiles cannot be shared. Profiles cannot be shared by several Contracting Agency employees.
- d) Contracting Agencies may need to comply with any additional acceptance criteria imposed by an Aviation Company before they may offer their services to Aviation Technicians who have applied to Jobs published by said Aviation Company.

**3.6.** All information requested during registration must be given in full. If the provided information changes after registration, the User must update their Profile or request the modification of the Profile by contacting the StaffNow Service Centre as soon as possible. It is the User's responsibility to maintain an updated Profile that reflects only real and actual information.

**3.7.** When registering, a User must choose a password in accordance with StaffNow requirements. Users are not allowed to disclose this password and/or any other login data to any third parties. Users shall take appropriate measures to maintain the confidentiality of said data and to prevent the misuse of their Profile by third parties. If a User has any indications that their Profile(s) is/are being or was/were misused, the User is required to immediately change their password(s) and notify the StaffNow Service Centre.

#### **4. Temporary Job Openings Conclusion**

**4.1.** Aviation Companies and Agencies on behalf of Aviation Companies may publish public Temporary Jobs on StaffNow assisted by the StaffNow Service Center.

**4.2.** Registered Aircraft Technicians on StaffNow have the ability to search for and access public temporary job postings from an Aviation Company directly. Additionally, any Aircraft Technician is eligible to apply for these positions, provided he/she meets the specified requirements.

**4.3.** Separately and subject to StaffNow Premium Specific Terms and Conditions, Aviation Companies may contact Aircraft Technicians and disclose a private Temporary Job to them via StaffNow. Aircraft Technicians can initiate their application to such Jobs by clicking the “Accept” button.

**4.4.** Aviation Companies can review any application of an Aircraft Technician and will decide on the final acceptance of the Technician for a given Job after reviewing if the Technician meets all the required skills, qualifications and other requirements for the Job. The veracity and authenticity of all documents and information relies exclusively on the Aviation Companies which must, under their own responsibility, take on their own *due diligence* and ensure both the alignment with their contractual interest and all legal compliance involved. Furthermore, Aviation Companies may additionally acquire access to the documentation made available by StaffNow for each Aircraft Technician, in order to vet made representations about skills, qualifications or other requirements.

**4.5.** When applying to a Temporary Job, the Aircraft Technician shall indicate on StaffNow which of the available Contracting Agency he/she requests to provide its services for the Job. The selected Contracting Agency will be informed of the request via StaffNow. The Contracting Agency has up to seventy-two (72) hours to accept or to decline the request to provide its services to the Aircraft Technician by pressing the “Reject” button and providing its reasons. When the Contracting Agency does not proceed with the acceptance or does not effectively “Reject” the request within the established seventy-two (72) hours, it will be assumed that the Contracting Agency rejects the Aircraft Technician’s requests. The Contracting Agency that rejects a request whether explicitly or implicitly will have no right to any type of compensation.

**4.6.** The Aviation Company, the Technician, and the Contracting Agency shall agree on the specific necessary terms to conclude each Job.





**4.7.** After the conclusion of each Job, StaffNow may ask Aircraft Technicians, Aviation Companies and/or Contracting Agencies to rate the other parties involved in a specific Job. Such ratings shall be appropriate, accurate and respectful. The Provider may publish on StaffNow such ratings at its own discretion. When the Provider believes that a rating may be objectionable, intrusive and/or offensive it may delete it from the platform.

## **5. Permanent Job Openings Conclusion**

**5.1.** Aviation Companies and Agencies may publish public permanent Jobs on StaffNow and the latter may only do so on behalf of Aviation Companies they work with, assisted by the StaffNow Service Center.

**5.2.** Registered Aircraft Technicians on StaffNow have the ability to search for and access permanent Job postings from an Aviation Company directly. Additionally, any Aircraft Technician is eligible to apply for these positions, provided he or she meets the specified requirements, skills and qualifications. Aircraft Technicians have a legal and contractual obligation to only upload real, updated and legitimate documentation to StaffNow and verification of compliance with such requirements is not technically viable for the Provider. The Provider does not ensure the veracity of any of the documents or information uploaded directly or indirectly by Aircraft Technicians or any other Users. Transgression of any of the requirements is considered a violation of the Agreement without prejudice of its possible legal implications.

**5.3.** Separately and subject to StaffNow Premium Specific Terms and Conditions, Aviation Companies may contact Aircraft Technicians and disclose a private permanent Job to them via StaffNow. Aircraft Technicians can initiate their application to such Jobs by clicking the "Accept" button.

**5.4.** Aviation Companies can review any application of an Aircraft Technician and will decide on the final acceptance of the Technician for a given Job after reviewing if the Technician meets all the required skills, qualifications and other requirements for the Job. Under such discretion and subject to the purchase fees and or sign up of a StaffNow plan that includes this functionality, Aviation Companies may additionally acquire access to the documentation made available by StaffNow for each Aircraft Technician, in order to vet made representations about skills, qualifications or other requirements.

**5.5.** The Aviation Company and the Technician shall agree on the specific Terms to conclude each Job.

## **6. Conclusion of Fixed-Price Projects**

**6.1.** Aviation Companies may publish Fixed-Price Projects on StaffNow. When publishing Fixed-Price Projects, those will become visible to other Aviation Companies and Contracting Agencies which may respond to the request by placing a Fixed-Price Project bid. Only a single bid per Fixed-Price Project will be allowed per Aviation Company or Contracting Agency by the platform. However, the requesting Aviation Company will be allowed to collect multiple such bids from different bidders.

**6.2.** The requesting Aviation Company, when posed with a single or multiple bids may negotiate the price and reject or accept a bid. Any negotiation between Users must take place on StaffNow and failure to do so will equate to breach of contract. When this conduct is detected by the Provider, it will be entitled to immediately terminate the involved Users' accounts and when it deems it appropriate, initiate legal action as well as damage claims to the extent the Provider sees fit. The Aviation Company or Agency placing the Fixed-Price bid may indicate a team of Aircraft Technicians available to perform the Fixed-Price Project in StaffNow. The requesting Aviation Company will have access to the Profiles of the Aircraft Technicians that make up the team meant to provide the service described in the Fixed-Price Project. Aviation Companies have a legal and contractual obligation to verify the documentation and information uploaded to StaffNow they base their decisions on is real, updated and legitimate to StaffNow. The Provider does not ensure the veracity of any of the documents or information uploaded directly or indirectly by Aircraft Technicians or any other Users.

## **7. Special Terms for Aviation Companies**

**7.1.** Aviation Companies warrant and guarantee that all offered positions comply with applicable laws and regulations, including but not limited to labour, tax and sector law and regulations. Additionally, they also warrant and guarantee that the conditions and information provided when posting each job accurately reflect the specific circumstances of the position which will be market standard aligned.

**7.2.** There is a general obligation for the Aviation Company to perform when publishing a Job on StaffNow. The Aviation Company may conduct a quality assurance check regarding the qualifications of the Aircraft Technicians. After the Aviation Company completes this check

within a reasonable timeframe and confirms the competence of the Aircraft Technician, it shall comply with the specific terms of the Job offered.

**7.3.** For every Temporary Job published by an Aviation Company on StaffNow, the Aviation Company agrees to provide the Provider with the details about the actual number of days and hours worked by each Aircraft Technician on a Temporary Job in the previous month by the 10<sup>th</sup> day of the following month in electronic format (Time Sheet Report in Excel). Similarly, for any given Permanent Job published on StaffNow, Aviation Companies agree to provide details about the agreed total annual compensation and the start date of each Aircraft Technician who was hired for and/or started work on a Permanent Job in the previous month by the 10<sup>th</sup> day of the following month in writing. The Provider guarantees the confidentiality of the information provided under this provision.

## **8. Special Terms for Contracting Agencies**

**8.1.** Contracting Agencies will ensure and guarantee that the services provided in connection with any Job comply with all applicable laws and regulations, including but not limited to, employment law and regulations.

**8.2.** Contracting Agencies warrant that the conditions and information provided when offering their services in connection with a Job are a true and fair representation of the specific circumstances of the services they will provide in connection with the Job.

**8.3.** Contracting Agencies may review the request made by a Technician and decide whether they will provide the services requested for a specific Job. Under no circumstances will the Provider, tolerate discrimination against Technicians based on race, gender, religion, disability, sexual orientation, age or otherwise.

**8.4.** Agencies warrant that posted Jobs comply with all applicable laws and regulations, in particular, but not limited to, labour, tax, and sector law and regulations as well as market standards that conditions and information provided when publishing each Job are a true and fair representation of the specific circumstances of the Job.

**8.5.** For every Temporary Job serviced by a Contracting Agency, the Contracting Agency agrees to give the Provider all details regarding the actual number of days and hours worked by each Aircraft Technician on a Temporary Job in the previous month by the 10<sup>th</sup> day of the following month in an electronic format file (Time Sheet Report in Excel File).



**8.6.** Similarly, for any given Permanent Job published on StaffNow in collaboration with the Agency, Contracting Agencies agree to provide details about the agreed total annual compensation and the start date of each Aircraft Technician who was hired for and/or started work on a Permanent Job in the previous month by the 10<sup>th</sup> day of the flowing month in writing. The Provider guarantees the confidentiality of the information provided under this provision.

**8.7.** Contracting Agencies may manage an Aircraft Technician's Profile with the Technician's explicit and written consent and request. The Aircraft Technician must instruct the Provider in writing before granting the Contracting Agency access to the Aircraft Technician's Profile for this arrangement. The Aircraft Technician will remain responsible for their Profile per the Agreement, and the Provider will treat any activity by the authorized Agency as if performed by the Aircraft Technician. A Contracting Agency cannot access any Technician documentation on StaffNow unless uploaded by said Agency.

## **9. StaffNow Service Center**

**9.1.** The Provider provides the Users of StaffNow with a Service Center from Monday to Friday from 9 AM to 5 PM Central European Time (CET). Communication will take place at the Users discretion in either English or Spanish language.

**9.2.** The StaffNow Service Centre can be reached through telephone, email, and other communication channels available on the platform.

**9.3.** Users who wish to contact the Service Center via Email can address the following:

User	Electronical Mail Adress
Aircraft Technicians	<a href="mailto:customersupportusa@staffnow.aero">customersupportusa@staffnow.aero</a>
Aviation Companies	<a href="mailto:MRO@staffnow.aero">MRO@staffnow.aero</a>
Contracting Agencies	<a href="mailto:Agency@staffnow.aero">Agency@staffnow.aero</a>

**9.4.** Users acknowledge that any requests will be processed on a "first come, first served" basis and that the Provider, therefore, cannot warrant a specific availability or response time of the Service Center.



**9.5.** When a User requests support from the Service Center, their information and documents may be included, uploaded, deleted, or modified by the StaffNow Service Center on their behalf. At the User's request, the StaffNow Service Center can perform actions using StaffNow functionalities, such as accepting or rejecting a Job on behalf of the User. Users may submit these requests via email, the messaging function of StaffNow, or by telephone to the StaffNow Service Center. If instructions are provided over the phone, the StaffNow Service Center may defer the execution of these instructions until written confirmation is received or may reverse the execution of an instruction if written confirmation is not received within 24 hours. Additional details regarding this possibility are available in the StaffNow Privacy Policy.

## **10. Fees**

**10.1.** StaffNow usage fees vary according to the type of User that intends to make use of the platform. All fees may be subject to applicable taxes and the amounts shown do not include applicable tax rates.

Currently the fee structure of StaffNow differentiates firstly between the category Users distinguishing to this effect between Aircraft Technicians which are subject to no fees and Aviation Companies and Agencies which may opt between two plans: StaffNow Standard and StaffNow Premium.

StaffNow's Service fees are as follows:

### Aircraft Technicians

Aircraft Technicians who use StaffNow will not be charged any fees, and its functionalities will be provided free of charge.

### Aviation Companies & Agencies

Aviation Companies and Agencies may choose between two different fee plans, StaffNow Standard and StaffNow Premium, each with its own specificities tailored to meet each User's needs and requirements:

#### a) StaffNow Standard Plan

Standard Plan includes the creation of up to five (5) User Profiles free of charge. Aviation Companies and Agencies may publish job postings for up to twenty-eight (28) days, a one-time User workflow set-up for application tracking per a single entity or location is also



included. A one-time training session will also be provided to Users to ease regular usage of StaffNow. Further additional User Profiles will require a flat fee monthly payment of \$245, due before User Profile activation.

b) StaffNow Premium Plan

Premium Plan also includes the set-up of up to five (5) User Profiles for each Aviation Company or Agency to use StaffNow's Premium version can be contracted at a rate of \$2,295 per month, paid in advance.

Additionally, the Premium version of StaffNow also allows a User to publish public and private job postings with a duration of up to 60 days, includes a one-time set-up of a User workflow for application tracking for up to three (3) entities or locations and offers a one-time training session. Each User Profile can be granted access to a specific entity or location or can be granted access to all entities or locations.

The User can opt to contract additional User Profiles at a rate of \$245 per month and User Profile and/or contract additional entities or locations at a rate of \$695 per month and entity or location, paid in advance.

**10.2.** Posting and processing of individual permanent (openings without fixed terms) and temporary Jobs (openings with fixed terms) are subject to the following fees:

Item	Description	Fees	Unit
A	Job Posting	\$499	Per publication
B	Full Applicant Profile (CV)	\$39	Per access
C	QA Package (trade license, etc.)	\$39	Per access
D	StaffNow Approved Service	\$69	Per access



An Aviation Company or Agency that publishes a Job Posting may wish to boost the notoriety and awareness of the Job Posting by contracting additional services which serve this purpose and usually result in an increase in number of Aircraft Technicians applying to the Job.

The following fees are to be paid by the Aviation Company or Agency who initially publishes a Job:

Item	Description	Fees	Unit
E	Targeted email blast	\$950	Per event
F	Social media campaign	\$1,995	Per event

Furthermore, Aviation Companies and or Agencies that wish to request the Provider for specialized additional assistance, may do so subject to the following fees:

Item	Description	Fees	Unit
G	Special Consulting and Support Services	\$58	Per hour

A Contracting Agency and/or Aviation Company is deemed to have agreed to the fees when registering and/or using its Profile(s) on StaffNow. The Provider reserves the right to change the fees.

**10.3.** Access to Fixed-Price Projects is free of charge for Aircraft Technicians and Bidders. Aviation Companies will pay a fee to the Provider for each Fixed-Price Project bid placed by a Bidder and accepted by an Aviation Company. When such event takes place a fee amounting to 9 % of the agreed upon price of the respective Fixed-Price Project shall be paid.

Each Aviation Company is deemed to agree to the fees when registering and/or using its Profile(s) on StaffNow. The Provider reserves the right to change the fees.

## **11. Payment Terms**

**11.1.** Invoiced fees shall be due for payment within fifteen (15) days of invoice issue via direct debit or bank transfer to the bank account number specified on the invoice. Purchases may be subject to foreign exchange fees or differences in prices based on location.

**11.2.** Invoices will always be addressed to Users who have accessed the paid services provided by the Provider. The fact that a User has employees or staff using a profile on their behalf does not mean that the invoice will be directed to the employee's or staff.

**11.3.** Failure to pay any fees when due will incur an additional penalty fee consisting of a late payment interest, which will be calculated based on the outstanding amount at an annual interest rate of 8%.

## **12. Contractual Exclusivity**

**12.1.** Usage of StaffNow by Users entails access to information on Aircraft Technicians by Aviation Companies and Contracting Agencies which may only be used to reach a Job agreement through the platform. This obligation is explicitly undertaken by all Users and its duration will last for a one (1) year period from the date of contact between the Users.

**12.2.** When the Provider determines that a User, in violation of provision 12.1 has reached a Job agreement with an Aircraft Technician whilst being made aware of such an opportunity through StaffNow, it will hold the User liable for breach of contract. In such event, the breaching User agrees to compensate the Provider with an amount equivalent to five times (5x) the ordinary fees that successfully reaching a Job agreement would have merited. Delay on compensation payment will accrue an annual interest of 11,50%, applicable from the immediate date the Provider informs the User liable for breach of contract of such circumstance being detected.

**12.3.** The aforementioned 12.2. provision also applies in its entirety to Users reaching an agreement on a different Job, even when not listed in StaffNow. Therefore, any contact made through StaffNow will imply that any and all Job agreements reached between Users in connection with the MRO sector must be reached through the platform during a time period of one (1) year. Violation of this provision will result in compensation as per 12.2 provision.

## **13. Term, Termination, Blocking and Limitation**

**13.1.** Each User can terminate their Profile on StaffNow via the settings available on the same platform or by sending an email to the Service Center as described in Section 9. Before proceeding to terminate a Profile, the Provider may request the User to confirm the termination. Once confirmation of termination has been received, the Provider will then deactivate the selected Profile within the following seven (7) days. Termination of a Profile will



also result into full deletion of all Profile data in accordance with the Providers Privacy Policy. No full deletion of the Profile will take place unless the User has paid all due fees and such action will not dispense the User from the Confidentiality, Exclusivity obligations and those that under this Agreement remain, to their fullest extent.

**13.2.** The Provider may terminate any Profile at any time without warning in case a User does not comply with this Agreement and or applicable laws and regulations and/or detects that false information or documentation has been uploaded. When the Provider finds that such violation has taken place it will notify the User that termination of their Profile has taken place.

**13.3.** A termination does not affect the User's duties with respect to any Jobs concluded via StaffNow before the termination becomes effective, unless expressly stated otherwise by StaffNow.

**13.4.** Before or instead of a termination of a Users' Profile(s), StaffNow may at its sole discretion also limit the access of a User's Profile(s) to StaffNow functionalities. This particularly applies to cases of inappropriate use of StaffNow or to where such a measure is in the reasonable judgment of StaffNow and is deemed necessary to defend against inappropriate content, malware, computer viruses and other technical or commercial threats for StaffNow or other Users.

#### **14. Links to third parties via StaffNow**

**14.1.** The Provider may feature and provide links to third parties such as training organizations. In such cases, the redirection is a simple one and the user will be transferred to a new URL. No user data from StaffNow will be transferred to such third party websites.

**14.2.** The Provider does not guarantee the availability, including technical availability, reliability, accuracy, comprehensiveness, or the quality of the services of these third parties and the information contained on their websites and platforms.

#### **15. Warranty and Liability of the Provider regarding StaffNow usage**

**15.1.** As the Provider is not a party to any agreement and or contract, whether of labour, freelancer or independent nature, that can be reached between Users through the Services it

provides, in accordance with these Agreement (other than providing a digital meeting place and means of communication), the Provider is not liable for:

- a) Any claims between the Aircraft Technicians, Contracting Agencies, as well as Aviation Companies involved.
- b) Any claims between the Aviation Companies and the employees, technicians, or third parties that they may have assigned to perform any tasks on StaffNow on their behalf.
- c) Any claims regarding the legitimacy, authenticity, veracity or precision of Aircraft Technicians documentation, information, data and or profiles.
- d) Any claims involving the execution or non-execution of Jobs.
- e) All communication and interaction taking place between Users.
- f) Any other illegal actions taken through the usage of StaffNow between the Parties.

**15.2.** The Provider does not provide any legal advice, assistance, or acts as a third-party technical expert. The Provider does not grant any warranty on compliance with applicable laws and regulations. Any agreement or contract reached between Users through StaffNow requires the involved Users to each undertake its own due diligence in order to determine the authenticity of the documentation and legal compliance with international, national and local regulations of the Job requirements.

**15.3.** The Provider shall use reasonable efforts to make and maintain StaffNow available on the internet. However, like any other online platforms, StaffNow's availability and access depends on services provided by third parties and requires a technical maintenance. Thus, StaffNow may be at times temporarily unavailable or only available with limited functionality. The availability level of StaffNow is targeted at ninety eight percent (98%). StaffNow endeavors to announce scheduled maintenance of StaffNow in advance.

**15.4.** The Provider shall only be liable for damages that are directly and unequivocally attributable to the Services it provided, when there is a final jurisdictional resolution that finds the Provider responsible. Consequently, the Provider will not be liable for indirect damages including incurred lost profits. When the Provider is responsible on those terms, the Providers liability will be economically limited to double (2x) the amount of fees satisfied or due by the injured User. In such case only the fees connected to specific event and service that caused the liability will be considered to establish the maximum possible compensation.

## **16. Indemnification**

**16.1.** All Users warrant to indemnify and hold the Provider harmless from and against any claims of third parties as well as any loss and damage (including all costs incurred hereby), resulting from:

- a) Usage of StaffNow by a User who is not in compliance with these Agreement.
- b) Any third-party claims based on the allegation that the use of StaffNow infringes a right of a third-party; and
- c) Any third-party claims, including administrative orders, based on the allegation that the use of StaffNow by a User infringes any applicable law or regulation.
- d) Any claims involving false, fake, misleading, fraudulent, inexact or unofficial documentation or information uploaded by any Users.
- e) Any claims in connection with Users' Social Security, Labour and Tax obligations with any administrative or judicial bodies in any jurisdiction.

## **17. Data Privacy**

**17.1.** The Provider and the Services it provides fully comply with legal requirements pursuant to Data Protection, and in particular, when collecting, storing and processing personal data.

We inform you that your personal data will be processed by StaffNow with the purposes of (a) managing our relationship; (b) provide our services, and (c) comply with our legal obligations. The legal basis for these processing's is the performance of our relationship; comply with our legal obligations, and the legitimate interest pursued by the parties. The data will be kept until the termination of our relationship, and once it has terminated for the period legally required for the compliance of any legal obligations. StaffNow won't disclose your personal data, unless we have your previous and express consent.

You may exercise your rights of access, to rectification, erasure, restrict processing, data portability and object by writing to StaffNow, at Juan Rejón Street, 67, 6th floor, Office 1, 35008, Las Palmas de Gran Canaria, or by sending an e-mail to [dpo@staffnow.aero](mailto:dpo@staffnow.aero). If you haven't obtained satisfaction in the exercise of your rights, you may lodge a complaint with a

competent supervisory authority, in Spain the Spanish Data Protection Agency ([www.aepd.es](http://www.aepd.es)).

Further details on the Providers data treatment and can be found in the Privacy Policy.

## **18. Intellectual Property Rights**

**18.1.** The User declares and acknowledge that the holder of all intellectual and industrial property rights of StaffNow correspond to the Provider. These rights shall not be transferred to the other party under any circumstances except with the express written authorization of the owner. Including, but not limited to, intellectual and industrial property rights which shall include trademarks, logos, patents, designs, and rights related to methods, procedures, developments, techniques, protocols, specifications, databases, internet domains, and any other type of information related to the to StaffNow.

**18.2.** By accepting this Agreement, Users explicitly undertake not to create and/or develop a platform that is identical or similar in any respect whatsoever. In this regard, they declare that the Provider is the sole legitimate owner of StaffNow by virtue of a fair and reasonable title, and that their access to the platform does not grant the User any kind of license. Therefore, Users are expressly prohibited from engaging in such activity and any breach of this clause shall be deemed a breach of contract. In such a case, the Provider shall be entitled to take legal action and claim damages from, to the extent possible.

## **19. Dispute, Applicable law and Jurisdiction**

**19.1.** In the event of any dispute or disagreement between a User and the Provider in relation to these Agreement, either the User or the Provider may notify the other Party in writing that there is a dispute to be resolved under this clause a Dispute Notice. Following receipt of the Dispute Notice by the relevant Party, the Parties will attempt to resolve and bring an end to the dispute or disagreement. If the Parties at the working level cannot resolve the dispute within thirty (30) days from the date of reception of the Dispute Notice by the opposite Party, the Parties will refer the dispute or disagreement to senior officers as designated internally by each respective Party for resolution. If resolution is not reached within a further thirty (30) days from the date of receipt of the Dispute Notice by the relevant Party, then the Parties may each pursue other remedies available under these Agreement and/or applicable law.

**19.2.** Clause 17.1 does not prevent a Party from seeking any equitable, interim, or provisional relief from a court of competent jurisdiction to avoid irreparable harm or injury.

**19.3.** This Agreement will be subject and interpreted in accordance with the laws of the Kingdom of Spain, and in the event of any conflict of the English legal meaning and the Spanish legal meaning of these Terms or any part thereof, the Spanish legal meaning shall prevail.

**19.4.** The Parties agree to submit the resolution of any conflict arising within of the frame of the present agreement exclusively in the city the of Las Palmas de Gran Canaria, Spain which will hold sole jurisdiction to these effects.

## **20. Miscellaneous**

**20.1.** Users may not assign any of their rights and/or obligations under the Agreement or part of it without prior and written consent of the Provider.

**20.2.** Users agree that the Provider may assign any of its rights and/or obligations under the Agreement in total or in part to a company directly or indirectly controlled by, or jointly held with a third party, by the Provider. When such assignment takes place, Users shall be informed by the Provider in due time.

**20.3.** Failure by either Party to enforce any of the provisions of these Agreement shall not be construed as a waiver of such provisions. If any of the provisions of these Agreement are held unlawful or otherwise ineffective by any court of competent jurisdiction, the remainder of these Agreement shall remain in full force and the unlawful or otherwise ineffective provision shall be substituted by a new provision mutually agreed upon by the Parties reflecting the intent of the provision so substituted.

**20.4.** Nothing in these Agreement creates, implies or evidences any partnership or joint venture between the Parties, or the relationship between them of principal and agent. None of the Parties has any authority to make any representation or commitment, or incur any liability, on behalf of any other.

**20.5.** The Provider reserves the right to amend the Agreement without stating reasons at any time. When Users have facilitated to the Provider an email address, they will receive the amended Agreement via email before the new Terms come into effect. The effective date is stated at the end of the Agreement. If a User does not object the new Terms within two (2)



weeks from reception of the amended Terms, the new Terms will be deemed accepted. If a User objects the new Terms, the Provider may immediately terminate the User's Profile(s).

**20.6.** If a provision or parts of a provision of the Agreement is/are ineffective, all other provisions or parts of the provision remain unaffected therefrom.

**20.7.** The Provider has taken care to compile the Aircraft Technician information as incorporated in StaffNow and to ensure that it is correct and complete. The information however is updated at irregular intervals and such information may be subject to rapid and recurrent changes. Therefore, despite all efforts, the information can be outdated, incorrect or incomplete. Furthermore, the authenticity of its content is not ensured by the Provider due to Users uploading their own documentation, which could lead to inexact or false information being displayed. As a result, the Provider provides this information "as is" and makes no assurance or warranty regarding such information.

Last updated and effective from the June 17<sup>st</sup>, 2025