

# GENERAL TERMS AND CONDITIONS OF USE OF THE JOBTEASER SERVICE FOR RECRUITERS

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**Please read these general terms and conditions of use carefully, the acceptance and observance of which are necessary in order for you to be able to use the features we are offering. These contractual terms and conditions are intended for the use of JobTeaser for business purposes.**

## INTRODUCTION

To make these General Terms and Conditions of Use (GTCU) easier to read, the term "JobTeaser Service" or the "Service" shall refer to the website or websites hosting the services we offer, as well as to our mobile application where the features or rules apply to both media.

The JobTeaser Service is the exclusive property of JobTeaser ("Us"), a limited company ("société anonyme") with a board of directors, and a capital of 56,666 euros, the registered office of which is at 19 rue Blanche, 75009 Paris, France, and which is registered with the Paris Trade and Companies Register under the number RCS 508 271 715.

Through this Service, JobTeaser offers an integrated ecosystem dedicated to the professional development of the students and graduates registered on it, allowing them to apply for job or internship offers which match their criteria, as well as to find companies which are recruiting and to sign up to career events and appointments.

This Service primarily offers higher education institutions (hereinafter the "Institutions") the ability to post careers content including job and internship offers onto an online career space for their students and graduates integrated directly into their university intranet or internal network (hereinafter the "Career Center").

The JobTeaser platform also allows you, as a recruiter, to publish job and internship offers and to create a company profile, allowing you to

present your company via text and video and to advertise your events and news. Depending on the situation, that content will either be published on the Service as a whole (if your company is a customer of JobTeaser), or in the Career Center of your target Institution, in which case it is the Institution's decision as to whether it will integrate that content or not.

At the date of writing these GTCU, the Service can be accessed at the address <https://www.jobteaser.com/>, via the Career Centers of JobTeaser's Partner Institutions, and via our dedicated mobile application.

By registering with an Institution, you will be appointed as a "Partner Recruiter of the Institution" within JobTeaser's ecosystem.

If you register directly with JobTeaser, you will be appointed as a "Partner Recruiter of JobTeaser" within JobTeaser's ecosystem.

In all cases, the GTCU set out the rules applicable to the use of JobTeaser, which you agree to observe by accepting them. Please therefore read them carefully.

In accordance with the law, we must also inform you that pursuant to L. 342-1 of the French Intellectual Property Code, we prohibit the download of all or a quantitatively substantial part of all or part of the Service by using robots or any other extraction procedure.

## 1. USER ACCOUNTS

JobTeaser offers several categories of user accounts, each associated with specific services:

- The Member Account is for students and graduates who are searching for a job, internship, work-study offer, information about professions and companies, and recruitment advice.
- The Recruiter Account is for any person posting a job, internship or work-study offer (an Offer) through the Form for Posting Offers (whether from JobTeaser or from a specific Institution). That person makes a commitment in the name of and on behalf of the

legal entity they represent, whose Offers they are publishing. You can set up a Recruiter Account by agreeing to these GTCU.

- The Institution Account is for any higher education institution offering a career space to its students in the form of a version of the Website presented in its colours and equipped with exclusive content and additional functionality (the Career Center). It is managed by specifically authorised representatives of the institution (the “Administrators”);
- The Company Account is for any legal entity that wishes to present its activities, job roles, events and Offers on the Service.

In the context of this document, any of these accounts will be referred to as the "User Account," where the term User shall refer interchangeably to Members, Recruiters, Institutions and Companies.

**Companies wishing to make full use of the Service - including to benefit from a Recruiter Account or a Company Account to communicate with all Members - can contact us at the e-mail address [sales@jobteaser.com](mailto:sales@jobteaser.com).**

Any other use of all or part of the Service may only be through specific contractual conditions.

## 2. ACCESS TO JOBTEASER

In order to access the JobTeaser Service, you must have the appropriate computer hardware (computer, smartphone, tablet, etc.), an internet connection and the necessary software. The communication protocols used are those in use on the internet. Access to the JobTeaser Service itself is free of charge for Recruiters, but the costs of accessing and using the telecommunications network, such as the costs associated with the use of the remote communication method, are payable by you in accordance with the terms stipulated by your service provider and your telephone operator.

In the case of access via the Career Center of an Institution, special access terms may be required according to the technical configurations or access checks established by the Institution. JobTeaser shall not,

under any circumstances, be responsible for compliance or for the consequences of non-compliance with those special terms and conditions over which it has no control.

### 3. RECRUITER ACCOUNT SET-UP

Setting up a "Recruiter" Account is necessary if you want to publish a job or internship offer or other content on the Service or on the Career Center of an Institution.

To set up such an account on the Service or on the Career Center of an Institution, you must complete the respective registration forms. In those forms, personal data (surname, first name, e-mail address, details of the company you represent, profile you are looking for etc.) is useful to enable us to open your account. Some of this personal data is essential (mandatory information is indicated with an asterisk \*).

You are also able to ask for your account to be set up in accordance with the partnership agreement signed by the Company you represent and either the Institution concerned or JobTeaser. You acknowledge that you have been informed that at this time the Company or the Institution may have provided us with your personal information required to set up your account (surname, first name, email address, etc.).

**In any case, when setting up a Recruiter account we advise that you use a professional e-mail address assigned by your company. In the case where you are unavailable in the short or long term (sickness, retirement, etc.), this will allow your Company to continue using the account.**

The purpose, the type of information collected, the recipients, how long the data is kept and the high security level implemented to secure your data are described in the "Privacy Policy" which is attached to these GTCU. Please therefore read it.

You agree to provide us with up-to-date, accurate information.

It is free to set up a Recruiter Account. The dissemination of any content limited to one Institution may result in special terms and conditions,

including financial, which depend on the Institution concerned. For a broader dissemination of content, please contact [sales@jobteaser.com](mailto:sales@jobteaser.com).

By agreeing to these GTCU for Recruiters you are acknowledging that you have all the necessary powers and authorisation to lawfully represent the legal entity stated on the registration form under the heading "company information" and, more generally, that you have all the necessary powers and authorisation to approve all the information you submit to JobTeaser concerning that entity ("the Company"), such as the Company's description, internship and job offers.

You thereby acknowledge that you are able to lawfully commit the Company as regards any actions carried out via the JobTeaser Service and, more generally, to represent the company when you are in contact with JobTeaser.

Depending on the technical developments we enact in the future, you may be able to delegate the use of all or some of the Services offered by JobTeaser to other individuals representing your Company, where appropriate, by giving them different permissions according to the features they need to access. If that delegation is activated and operational, you undertake that those persons have the necessary authority and powers to lawfully commit the Company you represent and that you will be directly responsible, as the delegator, for all operations they carry out.

These Terms and Conditions of Use are enforceable on all persons using the Company Account. You consequently undertake to specifically inform them of the rules they are committed to observe and you are liable for such compliance.

When posting online or providing any content that describes the Company you represent or the job or internship offers that you publish on its behalf, you agree to comply with the obligations in 5 below in order to keep the Service as user-friendly and efficient as possible.

In the case of access to JobTeaser through a JobTeaser account:

- your account can be accessed using a username (your e-mail address) and password, which you will have to choose during the registration process. It is therefore essential for data security that you choose a complex password. The Company you represent and you, where appropriate, are in any case responsible for the confidentiality of that password, including for the consequences of its unintentional disclosure to any third party, its transmission to a third party, its loss and its theft. To assist you with choosing a password, you may, for example, go to the National Police website, which offers several solutions to help you;
- the password must be strictly personal and confidential and must not be disclosed to or shared with third parties. Please remember that reusing the same password for different sites and services increases the risks of identity theft, as the lack of security of one website may alter the security of all other websites, even where they apply stringent security rules;
- If you are worried that the security of your password has been compromised, please let us know as soon as possible by emailing [security@jobteaser.com](mailto:security@jobteaser.com) so that we can take action to protect your account and your data, including invalidating access to the JobTeaser Service from that account.

In the case of access to JobTeaser via methods of authentication issued by an Institution of which you are a partner:

- You are responsible for securing the method of authentication assigned to you in accordance with the applicable rules between you and the Institution of which you are a partner. If you are worried that the security of your password has been compromised, please inform the Institution as soon as possible so that it can inform us and so that we can take action to protect your account and your data, including invalidating access to JobTeaser from that account.

The authentication permitted by that username and password (or any method of authentication set up by an Institution) ensures accountability in relation to all of the operations carried out or content posted online via

that account on the Service. All use of the methods of authentication assigned to you will be presumed to have been made by the Company you represent and may, where applicable, engage its direct liability.

More generally, the Company you represent hereby agrees to provide to all its representatives, including yourself, the necessary technical, software and human resources to ensure the proper operation and security of any internet exchanges with us (antivirus, firewall, patch management etc.).

Any use of robots or any method designed to automatically create a Recruiter account or any other type of account on the Service is prohibited. JobTeaser may delete or block any account that violates these terms and conditions.

#### 4. THE SERVICES OFFERED ON THE SITE

The main features we offer are described below:

- As part of the Career Center of an Institution, you are able to propose content (job or internship offers, company description etc.) which will be submitted for technical validation by the Institution, as delegated by JobTeaser, prior to its dissemination to the students and graduates of that Institution;
- As part of the general JobTeaser Service, provided that the company you represent is a customer of JobTeaser, you are able to disseminate content, which will be submitted for technical validation by JobTeaser prior to its dissemination to all students and graduates using the JobTeaser Service.
- The content you may publish and the type of service you may access depends on the level of your Recruiter account:
- By default, you are able to propose job and internship offers and to track applications received via the platform;
- If the Institution or JobTeaser grants the Company you represent a Company account, you will be able to create a Company profile, propose recruitment events and access the profiles of consenting students and graduates of the Institution or the JobTeaser Service.

The Company you represent expressly acknowledges that neither JobTeaser nor the Institution acting in the name and on behalf of JobTeaser during the technical validation process is required to carry out any checks as regards the content of the offer or the presentation of the Company (its wording, target audience etc.). That content is the sole responsibility of the Company.

The Company also recognises and accepts that the Institution acting in the name of and on behalf of JobTeaser in that process, or JobTeaser directly, may withdraw content, such as an advert, published by the Company, from publication at any time, if all or some of the content of that publication is contrary to 5 below or if a participant in the JobTeaser ecosystem (Member, internet user with access to the content etc.) makes a substantiated request in writing based on its alleged illegality. JobTeaser cannot be held responsible as a result, in accordance with the applicable law.

## 5. RESPONSIBILITY

### 5.1 The responsibility of the Company you represent

In general, the Company you represent is responsible for:

- the correct operation of your hardware, your internet access and the equipment and services it provides for you to use JobTeaser in its name and on its behalf;
- any direct or indirect damage of any kind whatsoever caused by any content which the Company may have published on the JobTeaser Service;
- the reliability, updating, completeness and integrity of the data of the Company which you transfer to us as part of the Services.
- content which your Company may publish on the JobTeaser Service through you, regardless of its nature (remuneration, job description etc.), composition or origin (download, publication, transmission or provision etc.).



**The use of JobTeaser in general, and of your Recruiter Account in particular, is intended to allow you to post job and internship offers, present your Company and find an applicant that matches your requirements and criteria. JobTeaser should not be misused and result, for example, in the posting of unlawful content or statements online or in the unlawful processing of the personal data of Users.**

More generally, you agree, in the name of and on behalf of your Company, to comply with the laws and regulations in force and in particular, you shall not (non-exhaustive list):

- Use the identity of a third party;
- Intentionally publish false, incorrect or misleading content;
- Impede access to the JobTeaser Service and/or hamper the correct operation of the JobTeaser Service in any way whatsoever;
- Publish content which infringes the intellectual property rights of third parties;
- Publish content which is racist, xenophobic, antisemitic, homophobic, negationist, pornographic, paedophilic, relates to child pornography or violates human dignity;
- Publish content which incites violence, suicide, terrorism or the use, manufacture or distribution of illegal substances, or incites crimes or offences or defends them, particularly crimes against humanity;
- Publish content which is abusive, defamatory, or infringes the privacy, image or personality rights of third parties, or which is contrary to public policy, the law or morality;
- Publish commercial or promotional information, except with our prior authorisation in writing, and except for information that describes your Company in the Company profile you have created;
- Publish hyperlinks on the Website redirecting users to websites whose content is contrary to any of these requirements;
- Present offers through automated means within the different Institutions, at the expense of the quality and pertinence we maintain and are committed to as part of the services we provide;

- Process the personal data of Users (including Members' CVs etc.) without complying with the applicable regulatory framework.

You are reminded that fraudulently accessing or fraudulently remaining inside a computer system, hindering or disrupting the operation of such a system and fraudulently adding or altering the data in a computer system is a criminal offence punishable by law.

In the event of failure to comply with any of the aforementioned rules, we reserve the right to block your access and/or the access of any other representative of your Company to all or some of JobTeaser's services and features, or to withdraw access to your Recruiter Account temporarily or permanently, without any consideration or prior notice. We may also claim compensation for the damage we have suffered as a result of such behaviour.

In the event of a complaint or claim initiated by a third party and forwarded to us as a result of information or data from your Company (and without prejudice to any withdrawal of such content from publication), you will be required to immediately provide us with an explanation and justification. In any case, you acknowledge that the Company you represent will, in all cases, be liable towards us and any third parties for the rights which it has infringed, for any loss, as well as for any consequences of your actions under the applicable laws and regulations, including those involving criminal liability.

## 5.2 Our responsibility

Please remember that unless expressly stipulated by the Service, we do not verify the accuracy or reliability of the content you submit via the Service, particularly as regards the information you give us (offer, description of your Company etc.).

In particular, we do not verify the content or the subsequent processing of offers published by the Company you represent via the Service. Those are subject to its own responsibility. We cannot therefore be held responsible for any non-compliance of one of those offers or of its subsequent processing with current laws and regulations (employment

law, equal opportunities, protection of the personal data of applicants etc.), or if they conflict with morality or public policy. Similarly, we cannot be held responsible for any hiring or non-hiring decision resulting from an offer published via the Service (for example, in relation to an incorrect statement on a CV etc.).

As a Recruiter, it is your responsibility to ensure that the applicant recruited for your offer is suitable.

We will implement all reasonable means at our disposal to ensure high-quality access to and the constant availability of the Service (24/7), but we are under no obligation to do so. We reserve the right to interrupt or temporarily suspend access to the Service, without prior notice, in particular in order to carry out maintenance or in the case of force majeure, without such interruption granting any entitlement to compensation.

In addition, we cannot be held liable for any damage of any kind, whether direct or indirect, resulting from the use of JobTeaser. Similarly, we cannot be held liable for:

- any malfunction of the network or servers or any other event beyond our reasonable control that would prevent or degrade its access, as well as elements beyond our control and any damage that may be sustained by your technical environment, including your computers, software, network equipment and any other hardware used to access or use JobTeaser and/or the services;
- the use made by another User of the Service of the information published, the services available on the Service or your content.

## 6. PERSONAL INFORMATION

Your personal information which we collect when you use the Service is information which you give to us voluntarily by filling in our forms and, where applicable, from your computer logs from connecting to JobTeaser. In the case where your account has been set up by an

Institution or by your Company, it also includes information sent to us to facilitate your registration.

The purpose, the type of information collected, the recipients, how long the data is kept and the high security level implemented to secure your data are described in the "Privacy Policy" which is attached to these GTCU. Please therefore read it.

As a "data controller" in accordance with GDPR and in particular French application thereof (Articles 39 and 40 of the law of 6 January 1978 on data protection), we hereby inform you that you may exercise your rights of access, rectification, erasure, restriction of processing and portability by emailing [dataprotection@jobteaser.com](mailto:dataprotection@jobteaser.com) or by writing to JobTeaser, 19 rue Blanche 75009 Paris, France, specifying "Data Protection" in the letter subject.

As required by law, we will then ask you for proof of identity to ensure that you are the owner of the data concerned in the request.

In addition, as the Company you represent is the data controller of personal data as regards its recruitment operations, you undertake to ensure, in its name and on its behalf, that it has carried out all the necessary formalities and is in compliance with all regulations applicable to processing.

## 7. ACCOUNT CLOSURE

To close your Recruiter Account, simply click "Delete My Account" under the heading "Change My Profile" in the JobTeaser back office, or submit a request to the Institution or Company that organised the setting up of your account. If you fail to close your Recruiter account, it will remain active for an unlimited period.

## 8. HYPERLINKS

The Service includes information provided by external sites or links to other sites which we have not developed or which we do not administer. We do not verify that those sites are reasonable or current or that their

content is accurate or complete. It is therefore your responsibility to use that information with discretion as we cannot be held responsible for its content.

## 9. INTELLECTUAL PROPERTY

### 9.1 Intellectual property of JobTeaser

All of the elements constituting the Service, in particular trademarks, logos, text, data, drawings, graphics, photos, animations, sound, computer codes, layouts, assemblies of all or part of an element of the Service, including downloadable documents, are and shall remain our property or the property of our rightful claimants. The design, format and content of the Service are our exclusive property.

All of the content of the website (images, texts, videos, databases etc) is subject to French and international intellectual property laws (e.g. copyright laws, trademark laws, database laws etc.). If you observe that items published on the Service violate copyright laws or any other protected rights, please contact JobTeaser at [abuse@jobteaser.com](mailto:abuse@jobteaser.com) or by writing to: JobTeaser.com, 19 rue Blanche, 75009 Paris.

We allow you to view the content of our Service for personal and private use only, to the exclusion of viewing it or disseminating its content for public use. You are only granted authorisation to reproduce the content in digital form on the computer you are using, for the purpose of viewing the pages consulted by your browser. Any other use (such as, inter alia, reproduction of the trademarks and logos, extraction of all or part of the databases etc.) is prohibited without our express prior authorisation.

### 9.2 Your intellectual property

You are and shall remain the sole holder of any rights over the content you publish in the name of your Company via the Service, which is thus subject to your sole responsibility.

By publishing such content on the Service, you acknowledge that you grant JobTeaser a free, non-exclusive and worldwide licence, which may be transferred or sub-licensed, to access, store, use, reproduce, adapt, publish and process the data published on the Service in order to ensure the smooth operation of the services offered by JobTeaser.

## 10. COMMUNICATION

Except as expressly agreed otherwise, we reserve the right to state that the Company you represent uses our Service. We therefore reserve the right to mention its name and logo on our external communication and promotional documents (website, portfolio, blog, brochure, mobile site etc.) and for canvassing purposes.

You also agree that none of your internal or informative promotional messages to your customers and employees will use our communication elements (name, logo etc.) in a way that is disparaging, defamatory, offensive, infringing or abusive, or to communicate incorrect information.

## 11. CONTRACTUAL FRAMEWORK

The contractual framework applicable to the use of the Service ("the Contract") consists of the following documents, listed in descending order of priority:

- Any Special Terms and Conditions;
- These General Terms and Conditions of Use for Recruiters;
- The JobTeaser Privacy Policy.

In case of contradiction between the different documents, the higher-ranking document will prevail for the obligation in question.

## 12. TERM - TERMINATION

The term of the Contract is indefinite and it shall apply to the Company you represent throughout your use of the JobTeaser Service and a fortiori until your Recruiter account is closed.

Subject to the provisions of 7, in case of non-compliance with any of your or our obligations, the party suffering from such non-compliance will be entitled to terminate, ipso jure, these GTCU for Recruiters after formal notice has been ineffective for eight (8) days, including if the Services are still in use.

We also reserve the right to terminate these GTCU in the same conditions set out above if you are affected by any of the collective proceedings stipulated by law (judicial liquidation, restructuring etc.).

### 13. PROOF

In accordance with the provisions of the French Civil Code, you also acknowledge and agree that digital data saved on our servers or placed under our control and stored under reasonable security conditions will be regarded as proof of any use of a service or any other exchange (emails, your connections to the Service, etc.) between us.

Those computer records are admissible under the same conditions and with the same probative value as any document that is drawn up, received or stored in writing and will be authentic between you and us until proven otherwise. In case of any contradiction between the records, the records stored in our computer system will prevail unless proven otherwise.

### 14. FORCE MAJEURE

Neither party shall be responsible for any delay or inability to fulfil its contractual obligations as a result of one or more events outside of our control.

### 15. OUTSOURCING

We reserve the right to outsource all or some of the Services we offer to any third party of our choice.

## 16. VALIDITY OF THE CONTRACTUAL TERMS

If any of the provisions of this Contract prove to be invalid as regards any rule of law in force or a final judicial decision, it shall be deemed to be unwritten without invalidating this Contract or altering the validity of its other provisions.

## 17. NON-WAIVER BY A PARTY

If either party does not require the application of any clause in the Contract or agrees to its non-performance, either permanently or temporarily, it will not be regarded as a waiver by that party of its rights arising under that clause.

## 18. AMENDMENT OF THE GENERAL TERMS AND CONDITIONS

We reserve the right to amend or to update the documents constituting the Contract (GTCU, Privacy Policy etc.) as the features we offer on the Service evolve. We will notify you of any amendments made, via the Service or by sending emails to the email addresses you have provided. Any changes will apply one month after you have been informed.

## 19. USE OF EMAIL

In accordance with the provisions of the French Civil Code, you hereby agree that we can send you by email any information necessary to subscribe to or to provide a Service as well as, more generally, any information sent in relation to the performance of the GTCU and of the Contract. For that purpose, we will use the email address or addresses you have provided.

We would like to draw your attention to the importance of using a messaging system which is as secure as possible, in particular in that it observes the confidentiality of the messages its transmits as strictly as possible. As such, we cannot accept any responsibility for the



consequences of the Company you represent choosing an unreliable messaging system, which does not observe the confidentiality of the information exchanged or which is not subject to its direct control.

## 20. JURISDICTION AND APPLICABLE LAW

For the purposes of their validity, interpretation and performance, these GTCU are subject to French law.

In case of litigation, we will both endeavour to settle the dispute amicably.

Any disputes arising in relation to the validity, interpretation, performance or non-performance, interruption or termination of this Agreement shall be submitted for mediation in accordance with the mediation rules of the CMAP (Paris Mediation and Arbitration Centre), to which we shall both adhere. We both agree that we will participate in the mediation process for at least ten (10) days from the date of appointment of a mediator and shall attend at least one mediation meeting to be held during that period, represented by a person with decision-making authority.

In the absence of an amicable agreement, the dispute shall be submitted to the exclusive jurisdiction of the competent courts within the Court of Appeal of Paris, notwithstanding multiple defendants or the introduction of third parties.

The obligation to observe the above timeframe is not applicable to emergency or interim proceedings, summary proceedings or petitions.