

GENERAL TERMS AND CONDITIONS OF USE OF THE JOBTEASER SERVICE FOR THE ADMINISTRATORS OF INSTITUTIONS

V 1.2 updated on September 21, 2018

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 and 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, 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 to it, allowing them to apply for job or internship offers which match their criteria, as well as to find and research companies which are recruiting and to sign up to career events and appointments. The ecosystem can be accessed directly via JobTeaser.com or through any higher education institution ("the Institutions") 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 specific to that Institution (referred to as the "Career Center"). The implementation of the Career Center is subject to a separate contract governing the relationship

between the Institution and JobTeaser. The Career Center is managed by authorised representatives of the Institution (the “Administrators”);

These General Terms and Conditions of Use are specifically for Administrators where they use the Service and/or access the Career Center of the Institution for which they are the specifically authorised representative. They set out the rules applicable to the use of JobTeaser, and as the Administrator of an Institution you agree to comply with. 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 the Service by using robots or any other extraction procedure.

1. JOBTEASER 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 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 Recruiter Account is for any individual 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 individual makes a commitment in the name of and on behalf of the legal entity they represent, whose Offers they are publishing.
- The Company Account is for any legal entity that wishes to post its activities, professions, events or offers on the Service.

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 Administrators, 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 or by the Institution, in accordance with the terms stipulated by the latter.

As JobTeaser is accessed via the Career Center and therefore via the Institution's information system, it implies compliance with special terms of access 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. ADMINISTRATOR ACCOUNT SET-UP

Your account is set up on request, in accordance with the partnership agreement signed with the Institution you represent. You acknowledge that you have been informed that at that time, the Institution sent your personal information needed to set up the account to us (surname, first name, email address etc.).

You can find all the necessary information regarding the reason, the framework and the security of your data in the "Privacy Policy" document [link to be provided], attached to these GTCU. Please read it carefully.

You agree to provide us with up-to-date, accurate information if the information sent by the Institution you represent is not correct.

Setting up an Administrator account is free.

You are responsible for securing the method of authentication assigned to you in accordance with the applicable rules between you and the Institution which you represent.

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 approved by the Institution you represent and may, where applicable, engage its liability.

4. THE SERVICES OFFERED ON THE SITE

As Administrators of JobTeaser's Partner Institution, we have delegated to you the ability to create or validate the creation by Recruiters of content exclusive to the Career Center: internship and job offers, career events, company profiles etc. This allows you to customise the Career Center to your Institution. Please note that, in order to offer exclusive content, particularly internship and job offers, Recruiters are required to open an account and to validate the GTCU with JobTeaser.

Similarly, you have the ability to validate the opening of the Talent Bank, containing the profiles and CVs of students and graduates registered with the Career Center, to Companies of which your Institution is a partner, or to insert comments regarding the follow-up of Members. In all cases, such actions must strictly comply with the rules set out in these Terms and Conditions of Use, in particular with regard to content or comments posted online.

You also have the ability to closely monitor the way in which students in your Institution use the resources made available by the Service to allow them to optimise their search for an internship or employment, or even to intervene in this in order to support them in their professional development efforts in accordance with the objectives of the Institution.

5. RULES OF USE OF SERVICE

As an Institution Administrator, you have been assigned special access rights to the Service allowing the implementation of the services and features described above.

JobTeaser's Service should not be misused and result, for example, in the posting of unlawful content or statements online.

When you use these access rights and associated powers on the JobTeaser Service, when you create or validate content and more generally whenever you use the Service, you act in the name of and on behalf of your Institution. We remind you that in this regard, it is strictly forbidden to:

- Use the identity of a third party;
- Intentionally publish or intentionally validate false, incorrect or misleading content or comments;
- 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 or comments which are racist, xenophobic, antisemitic, homophobic, negationist, pornographic, paedophilic, relate to child pornography or violate human dignity;
- Publish content or comments which incite violence, suicide, terrorism or the use, manufacture or distribution of illegal substances, or incite crimes or offences or defend them, particularly crimes against humanity;
- Publish content or comments which are offensive, defamatory, discriminatory, or which infringe the privacy, image or personality rights of third parties, are contrary to public policy, the law (including regulations on personal data protection) or morality;
- Publish commercial or promotional information except with our prior authorisation in writing;
- Use the personal data of students in a way other than the explicitly stated by the Institution you represent.

- Publish hyperlinks on the Website redirecting users to websites whose content is contrary to any of these requirements.

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 same way as misuse of the processing of personal information.

In the event of failure to comply with any of the aforementioned rules, we reserve the right to inform your Institution and to block your access and/or the access of any other Administrator of the Institution to all or some of JobTeaser's services and features, or to withdraw access to your Institution Account temporarily or permanently, without any consideration or prior notice.

In the event of a complaint or claim initiated by a third party and forwarded to us, as a result of information or data published by your Administrator Account (and without prejudice to any withdrawal of such content from publication), you or the Institution you represent will have to immediately provide us with any explanation and justification. In any case, you acknowledge that the Institution you represent will, in all cases, be liable towards us and 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.

6. PERSONAL INFORMATION

Your personal information which we collect when you use the Service is information which your Institution sent to us when your Administrator account was set up and, where applicable, computer logs from connecting to JobTeaser.

In addition, your use of the Service is permitted by JobTeaser under the contract governing the relationship between the Institution and JobTeaser solely as part of carrying out your duties and roles within the Institution. Consequently, you acknowledge and agree that all the

operations carried out on the Service may be logged if necessary and sent to the Institution you represent, which is the recipient of your data processed by JobTeaser.

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" accessible via this link [link to be provided], 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 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.

7. ACCOUNT CLOSURE

To close your Administrator account, simply contact the Institution you represent as only it can take such action. If your Institution fails to close your Administrator 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

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 JobTeaser. 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 or by writing to: JobTeaser.com, 19 rue Blanche, 75009 Paris.

Please remember that under L. 342-1 of the French Intellectual Property Code, we prohibit the download of all or a quantitatively substantial part of the database by using robots or any other extraction procedure.

10. 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:

- The Partnership Agreement with the Partner Institution (if applicable);
- Any Special Terms and Conditions;
- These General Terms and Conditions of Use;
- The JobTeaser Privacy Policy.

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

11. TERM - TERMINATION

The term of the Contract is unlimited and it shall apply up to the closure of your Institution account or, if this last event takes place beforehand, up to the termination of the contract governing the relationship between the Institution and JobTeaser.

12. 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.

13. 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.

14. 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.

15. 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. They will apply one month after you have been informed.

16. 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 that would be 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, more generally, of the Contract.

For that purpose, we will use the email address or addresses you have provided.

17. JURISDICTION AND APPLICABLE LAW

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

Any dispute relating to your role as Institution Administrator acting in the name of and on behalf of an Institution will be settled in accordance with the terms stipulated in the contract governing the relationship between the Institution and JobTeaser.

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 time frame is not applicable to emergency or interim proceedings, summary proceedings or petitions.