

## Legal Information

### **Publisher of the Site**

HR consultancy partners

Legal Representative: Mr. Mickaël Hoffman-Hervé

A private limited liability company with a registered capital of 7 296 000 €, registered under the SIREN number 490 748 670 01172 RCS PARIS,

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### **Host of the Site**

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### **Internet Site Design and Realization**

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Share capital: USD 107,765,396.69

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## Cookies

The Cookies Policy is referred in the Data protection policy.

## TERMS & CONDITIONS

### 1. Acceptance of Terms

This Site (as defined below) is provided by HR Consultancy Partners (hereafter designated HRCP), whose head office is located 11 rue Hector Malot, 75012 Paris.

By accepting this Terms of Service agreement (« TOS ») as defined below or by accessing or using the Service or one (or more) of the sites respectively located at <https://apps.risesmart.fr> (Spotlight) and <https://insight.risesmart.fr/hrportal> (Insight) (hereinafter referred to collectively as the “Site”), you acknowledge that you have read, understood, and irrevocably agreed to be bound by this TOS. HRCP may change this TOS from time to time without prior notice. When using the Site, it is your responsibility to refer to the latest version of TOS, as they are available on the Site. If any change to this TOS is not acceptable to you, your only remedy is to stop accessing and using the Service.

### 1. Description of Service.

HRCP provides outplacement, career management and evaluation services. The “Service” includes (a) the Site, (b) HRCP’s outplacement and career management services, and other related services (including file management and analytics services), and related technologies, and (c) all software (including the Software, as defined below), materials, portals, recommendations, job leads, data, reports, text, images, sounds, video, analytics and other content made available through any of the foregoing (collectively referred to as the “Content”). Any new features added to or augmenting the Service are also subject to this TOS and the HRCP’s privacy policy, and DPA.

### 1. General Conditions/ Access and Use of the Service.

3.1 Subject to the terms and conditions of this TOS, you may access and use the Service only for lawful purposes. All rights, title and interest in and to the Service and its components will remain with and belong exclusively to HRCP.

You shall not (a) sublicense, resell, rent, lease, transfer, assign, time share or otherwise commercially exploit or make the Service available to any third party; (b) use the Service in any unlawful manner (including without limitation in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Service or its components, (c) modify, adapt or hack the Service to, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks; or (d) use any Content on other web sites or any media (e.g., a networking environment). You shall comply with any codes of conduct, policies or other notices HRCP provides you or publishes in connection with the Service, and you shall promptly notify HRCP if you learn of a security breach related to the Service. In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, HRCP’s privacy policy.

3.2 Any software that may be made available by HRCP in connection with the Service ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this TOS, HRCP hereby grants you a personal, non-transferable, non-sublicensable and non-exclusive right and license to use the object code of any Software on a single device solely in connection with the Service, provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or sell, assign, sublicense or otherwise transfer any right in any Software. You agree not to access the Service by any means other than through the interface that is provided by HRCP for use in accessing the Service. Any rights not expressly granted herein are reserved and no license or right to use any trademark of HRCP or any third party is granted to you in connection with the Service.

3.3. You are solely responsible for all data, information, feedback, suggestions, text, content and other materials that you upload, post, deliver, provide or otherwise transmit or store (hereafter "transmit(ing)") in connection with or relating to the Service ("Your Content"). You hereby represent and warrant that Your Content transmitted by you with respect to the Service will be accurate, true and complete (including with respect to your resume, biographical data and employment information, if you are using the Service as a job seeker). You are responsible for maintaining the confidentiality of your login, password and account and for all activities that occur under your login or account. HRCP reserves the right to access your account in order to respond to your requests for technical support. By transmitting Your Content on or through the Service, You hereby do and shall grant HRCP a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, modify, reproduce, distribute, display, publish and perform Your Content in connection with the Service. HRCP has the right, but not the obligation, to monitor the Service, Content, or Your Content. HRCP does not screen or monitor any of Your Content. You further agree that HRCP may remove or disable any Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content), or for no reason at all.

3.4 You understand that the operation of the Service, including Your Content, may be unencrypted and involve (a) transmissions over various networks, (b) changes to conform and adapt to technical requirements of connecting networks or devices, (c) transmission to HRCP's third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service, and (d) transmission to other third parties in connection with the provision to you of the Service. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection and backup of Your Content. HRCP will have no liability to you for any unauthorized access or use of any of Your Content, or any corruption, deletion, destruction or loss of any of Your Content.

3.5 If you are a job seeker, you further agree to use your own judgment, caution, and common sense in managing job opportunities and information offered by or obtained through the Service and that you bear the sole risk of any reliance or use of any Content (including any job leads or recommendations) provided through the Service.

3.6 The failure of HRCP to exercise or enforce any right or provision of this TOS shall not be a waiver of that right.

3.7 You acknowledge that this TOS is a contract between you and HRCP, even though it is electronic and is not physically signed by you and HRCP, and it governs your use of the Service and takes the place of any prior agreements between you and HRCP. You acknowledge that a company client of HRCP may engage HRCP to

assist its current and/or former employees' search for employment through the Service ("hereinafter Company Client Engagement").

3.8 If you are using the Service pursuant to a Company Client Engagement, you acknowledge that the Service made available to you will in no event exceed the scope, duration or other limits of the Company Client Engagement pursuant to which you are granted access to the Service.

3.9 If you are using the Service under a Company Client Engagement, you authorize HRCP to make available to the Customer, including but not limited to, progress reports and other information that identifies you and indicates your level of use of the Service, scope of your use of the Service, your level of advancement and status in your job search, your level of service satisfaction, either individually or statistically. Please read HRCP's privacy policy for more information on collecting, using and publishing of your data under the Company Client Engagement.

3.10 You agree that HRCP(a) may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that Content will be retained by the Service and the maximum storage space that will be allotted on your behalf, (b) HRCP has no responsibility or liability for the deletion or failure to store any Content maintained by or uploaded to the Service, and (c) may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process, applicable laws or government requests; (ii) enforce this TOS; (iii) respond to claims that any Content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of HRCP, its users and the public.

#### 1. Representations and Warranties.

In connection with your use, you agree NOT to realize the following acts: to violate applicable laws and regulations and, including, but not limited to, anti-discrimination, or equal opportunity employment laws; infringe any intellectual property and privacy rights, including, but not limited to, patent, copyright, trademark, or trade secrets, of any third party; upload, post, transmit, or store any material that: is unlawful, offensive, defamatory, fraudulent, deceptive, misleading, harmful, threatening, harassing, obscene, or objectionable; breaches any of your contractual or confidentiality obligations; disrupts or interferes with the normal operations of the Site, such as posting or transmitting viruses, continuous posting of repetitive materials, or posting abnormally large load; or are not permitted by HRCP, including, but not limited to, any unauthorized advertising materials, unsolicited promotional materials, "junk mail," "spam mail," "chain letters," pyramid schemes, franchises, distributorship, club membership, sales arrangement, or otherwise unacceptable materials; violate other's privacy rights or personal rights by abusing the Materials, including, but not limited to, harassing or "stalking" another person, sending unsolicited e-mails, and collecting other's personal information; breach or attempt to breach any security measures of the Site; use any device, process, or mechanism to monitor, retrieve, search, or access, e.g., spider or robot, the Site or any Material without HRCP's prior written consent; access or attempt to access any account or login of any third party listed on the Site; copy, modify, reproduce, delete, distribute, download, store, transmit, sell, re-sell, publish, reverse engineer, or create derivative works of any Materials, except for materials that have been submitted and owned by you; post or submit any inaccurate, false, or incomplete information, such as your resume, biographical data, or employment information; impersonate any person or entity; forge any header information in any electronic posting or mail; or misrepresent yourself, your affiliation with any third party, or your entity.

#### 1. Termination.

5.1 If you are using the Service pursuant to a Company Client Engagement, you acknowledge that your access to such Service will expire upon the expiration or termination of the Company Client Engagement.

5.2 HRCP reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend or terminate your account (any part thereof) or use of the Service and remove and discard any of Your Content in the Service, for any reason, including if HRCP believes that you have violated this TOS.

5.3 HRCP shall not be liable to you or any third party for any modification, suspension or discontinuation of the Service. HRCP will use good faith efforts to contact you to warn you prior to suspension or termination of your account by HRCP.

5.4 All of Your Content on the Service (if any) may be permanently deleted by HRCP upon any termination of your account in its sole discretion without entitlement to compensation.

#### 1. Disclaimers

6.1 THE SERVICE, INCLUDING THE SITE, CONTENT (INCLUDING JOB LEADS, RECOMMENDATIONS AND ANALYTICS) AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND RISESMART EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

6.2 YOU ACKNOWLEDGE THAT HRCP DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM HRCP OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS.

6.3 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IF YOU ARE A JOB SEEKER, (A) YOU ACKNOWLEDGE AND AGREE THAT JOB LEADS THAT HRCP MAY POST TO YOUR ACCOUNT ARE RECEIVED FROM THIRD PARTIES WITH NO VETTING WHATSOEVER AND (B) HRCP DOES NOT WARRANT OR GUARANTEE THAT ANY JOB LEADS WILL BE ACCURATE OR LEGITIMATE, YOU WILL SUCCESSFULLY OBTAIN EMPLOYMENT THROUGH THE USE OF THE SERVICE OR ANY EMPLOYMENT YOU FIND THROUGH THE USE OF THE SERVICE WILL FIT YOUR NEEDS OR BE APPROPRIATE FOR YOU.

6.4 Under no circumstances will HRCP be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content

#### 1. Limitation of liability

HRCP is only bound by an obligation of means and cannot, under any circumstances, be held liable for consequential damages. Indirect losses are considered as losses of turnover, margins, profits, customers, exploitation, acts of third parties, loss of data etc. The responsibility of HRCP can only be committed in case of direct damage duly proven without being able to exceed the total amount of subscription fees that you paid the six (6) months preceding the event giving right to your request, or if no Subscription fee does not apply, an amount of one hundred (100) euros. This limitation of liability is an essential condition of these TOS and the determinant of the consent of HRCP.

## 1. Indemnification

You shall defend, indemnify, and hold harmless HRCP from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of this TOS, any of Your Content, or your other access, contribution to, use or misuse of the Service. HRCP shall provide notice to you of any such claim, suit or demand. HRCP reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting HRCP's defense of such matter. Notwithstanding the foregoing, you will have no obligation to indemnify, defend or hold harmless any HRCP from or against any claims, actions or demands resulting from any action or inaction of HRCP.

### 1. Assignment.

You may not assign this TOS without the prior written consent of HRCP, but HRCP may assign or transfer this TOS, in whole or in part, without restriction.

### 1. Governing Law and Competent Jurisdiction

This TOS shall be governed by the French law. This is so for the substantive rules as for the rules of form. If a dispute arises over the interpretation, execution or termination of the TOS, you will endeavor to resolve it amicably with HRCP prior to any legal action. In case of persistent dispute, it would be brought before the Commercial Court of Paris notwithstanding plurality of defendants or warranty claim. This competence also applies in matters of interim relief.

### 1. DMCA

11.1 As an exception to article 10 of the TOS relating to the application of French law, the remedy provided by the 1998 Digital Millenium Copyright Act (the "DMCA") as described below also applies in the context of the execution of the TOS. Therefore, the possibility of appeal from the DMCA does not preclude the application of other remedies provided by French law.

11.2 The DMCA provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. HRCP (and / or any other company belonging to the same group as HRCP) will promptly process and investigate notices of alleged infringement and will take appropriate actions under the DMCA and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to RiseSmart's Copyright Agent (RiseSmart belonging to the same group as HRCP) at [ddavenport@risesmart.com](mailto:ddavenport@risesmart.com) (subject line: "DMCA" Takedown Request"). You may also contact us by mail or facsimile at:

Attention: Copyright Agent

RiseSmart, Inc.

55 Almaden Boulevard, Suite 800

San Jose, CA 95113

Facsimile: (408) 886-3155

### 1. Apple-Enabled Software Applications

12.1 HRCP offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms. With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in this TOS.

12.2 HRCP and you acknowledge that this TOS are concluded between HRCP and you only, and not with Apple, and that as between HRCP and Apple, HRCP, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.

12.3 You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.

#### 1. Governing language

This Agreement was drafted in French and translated in English. In case of litigation, the French version prevails on the English version.