

# Tapewo - General Terms and Conditions of Use

Aug. 22, 2017, 10:33 p.m.

## 1. Identification

This website, which can be accessed at the following address: [www.tapewo.com](http://www.tapewo.com) (the "**Website**"), is published by TAPEWO, a French corporation (SARL) with a corporate capital of €111,400, whose registered office is located at 35 Rue des Bergers, Paris (75015), France, and which is registered in the Paris Trade and Companies Register under number 511 871 642 00027.

TAPEWO's legal representative is Mr. Rémi de Saignes.

The head of publication of the Website is Mr. Christophe Pierson.

The editor of the Website is Mr. Christophe Pierson.

TAPEWO designed, developed and operates the Website.

TAPEWO also provides maintenance for the Website.

The Website is hosted by OVH, a French corporation (SAS) with a corporate capital of \$10,059,500, which is registered in the Lille Métropole Trade and Companies Register under number 424 761 419 00045, Activity (APE) Code 6202A, VAT no. FR 22 424 761 419, and whose registered office is located at 2 Rue Kellermann, 59100 Roubaix, France. Its head of publication is Mr. Octave Klabla.

## 2. Access to the Website

Access to the Website and use of its content are governed by the general terms and conditions of use set forth below ("**Terms of Use**").

By accessing and navigating the Website, users accept, without reserves, the Terms of Use that govern the relationship between the Website and users of its services. The various sections of the Website and all other texts available on the Website are incorporated by reference into these Terms of Use. All users who use TAPEWO's services via the Website acknowledge that they have become familiar with and accept the Terms of Use.

TAPEWO reserves the right, at any time and at its sole discretion, to interrupt access to the Website, in whole or in part, for maintenance, operational requirements or in the event of an emergency and/or to remove or change any part of the content, in particular for practical, technical, legal or moral reasons. However, the volume of information and data that users input and post on the Website is such that TAPEWO is unable to verify or check what users choose to publish and, therefore, it shall not be liable for content that infringes the rights of any third party, whether on statutory, regulatory, moral or ethical grounds.

It is agreed that TAPEWO shall in no event incur liability in connection with the foregoing actions, which shall not entitle any user to any compensation or damages.

These Terms of Use may be viewed at all times on the Website and, if applicable, shall prevail over any other version or any other contradictory document.

## 3. Services offered by the Website

The Website publishes job offers and provides access to a résumé database.

The purpose of the Website is to put individuals who are looking for employment in contact with individuals or legal entities who wish to hire. Users of the Website shall have access to a technical tool that enables them to optimize the possibility of making contact with each other on the basis of the data they input into their personal pages, which are configured for such purpose.

The algorithm that TAPEWO has designed calculates the degree of pertinence between the profile of a position and a Candidate's profile, using, as search criteria, the 5,000 occupations referenced, know-how-related criteria (expertise, languages, etc.), knowledge (training, apprenticeships), and social skills, using 555 character traits to define such skills. This number of character traits is subject to change, as users of the Website have the possibility of creating additional data.

The Website publishes:

- The contact details and résumés of any individual who is searching for employment (hereinafter "**Candidate**");
- The contact details and job offers of any individual, legal entity, company, private or public organization, association or other private or public establishment that wishes to recruit Candidates (hereinafter "**Recruiter**");
- Webpages used for personalized communications by Recruiters.

The Website provides Candidates and Recruiters, free of charge, with a service that enables them to create their profile. This allows Candidates to draft a résumé and circulate it to Recruiters, and allows Recruiters to post job offers and make contact with Candidates.

Candidates may post their résumés free of charge.

The services enabling Recruiters to post job offers and make contact with Candidates are fee-based services, and shall be billed at the rates posted on the Website and reproduced in these Terms of Use.

#### 4. Registration on the Website

All Candidates and Recruiters may use the services of the Website by registering by means of the procedure provided for such purpose: <http://www.tapewo.com/login/> (hereinafter the “**Registration**” service).

Registration entitles users to create a personal area that can be accessed using a login and password that each user chooses and that is personal to him/her/it. If the user loses his/her/its password, he/she/it may request a new one using the “*Forgotten Password*” link. The Website shall send the user an email with a link enabling him/her/it to enter a new password.

The login and password are the sole property of the user, who must in no event share them with third parties. TAPEWO shall in no event be liable in the event a third party uses a user’s login and/or password.

All Candidates and Recruiters may also create an account on the Website using their logins for the following platforms: Google, Facebook, Twitter and LinkedIn. TAPEWO shall not store any password in any form whatsoever.

#### 5. Use of the Website’s services by Candidates

##### 5.1. Compliance with statutes and regulations and observance of moral principles

Recruiters and Candidates are liable for the content they post on the Website.

Due to the large volume of data entered by users of the Website, TAPEWO cannot verify or check the information, data and content that Candidates and Recruiters input and post on the Website. Accordingly, TAPEWO shall in no event be liable for posts that may infringe the rights of any third party, whether on statutory, regulatory, moral or ethical grounds.

Nevertheless, TAPEWO reserves the right, unilaterally and without prior notice, to modify and/or delete for statutory, regulatory or moral reasons all or any part of any content of which it becomes aware.

Candidates shall use the Website’s services in a proper manner and comply with all statutes, regulations and ethical and moral principles applicable to them. In particular, Candidates shall not infringe the rights of third parties or encourage third parties to breach any statute, regulation or moral or ethical principle. TAPEWO shall in no event be liable for any violation of the law by Candidates, who are solely liable for the content they post, the use of the content posted on the Website and any recruitment made.

In the event of any breach of these Terms of Use, the statutes, regulations or moral or ethical principles, TAPEWO reserves the right, unilaterally and at its sole discretion, to delete a user’s account.

##### 5.2. Candidates’ personal area

Candidates may access their personal area free of charge.

The personal area provides access to the following tabs, which enable Candidates to create their professional profile:

- The “*Personal*” tab is used to input user data (first and last name, contact email address) and jobseeker data (Candidates choose a trigram, i.e., a pseudonym, that is used to circulate data to Recruiters anonymously, in particular the Candidate’s title, sex, date of birth, country of birth, nationality(ies), telephone number, FaceTime® profile, Skype® profile, address, availability (date of availability and country of availability), civil status (single, married, in a civil union, in domestic partnership, divorced, widowed, separated), driver’s license, any handicaps and a photograph).

Only the fields marked with an asterisk (\*) are mandatory.

- The “*Profile*” is used to complete the following sections in order to create a professional profile: Skills; Education; Professional Experience; Languages; Software Proficiency; Qualities (character traits); Other Interests; References; and Competency Check.

Candidates may use the “References” section to provide the contact details of persons willing to act as a professional reference for the Candidate. Candidates shall be solely liable for posting references’ contact details, and warrant TAPEWO and third parties that they have received all authorizations necessary to post such information. TAPEWO assumes no liability for the posting of any information about

references.

The "Competency Check" section is intended for Candidates' personal use. The tests offered do not lead to a diploma. TAPEWO is not accredited to grant diplomas and is not accredited to assess Candidates' expertise. The services offered by means of the "Competency Check" tab are simply intended to enable Candidates, if they so desire, to test their knowledge in a particular field and to submit, if they wish, the results of the test to Recruiters. TAPEWO shall not be liable for Candidates' results on the tests, which may be stopped, restarted, kept private or made public at the election of the Candidates. TAPEWO shall in no event be liable, in any manner, in the event contact is unsuccessful due to the failure of, or any result obtained on, a competency check.

Only the information that Candidates choose to include on their résumés can be viewed by third parties, except for the following information: Qualities ("Character Traits") and Contact Details of References. If a Candidate completes the "Qualities" and "Contact Details of References" sections, those sections shall be automatically linked to the Candidate's résumé(s) and, therefore, can be automatically viewed by third parties who have access to the information and data posted by the Candidate.

- The "Job Center" tab is used to create résumés, save searches made on the Website, apply to job offers posted on the Website, mark offers as favorites, request contact with Recruiters and flag Recruiters as undesirable.

Candidates create their résumés using the information they choose from the "Personal" and "Profile" sections. To be circulated to third parties, résumés must be activated using the web button for such purpose. If a résumé is on a inactive mode, it cannot be viewed by third parties.

If a Recruiter is flagged as undesirable, the Candidate shall no longer see job offers posted by that Recruiter.

Candidates may log on to their personal area at any time, subject to the provisions of clause 5 regarding the suspension or deletion of accounts.

Candidates may at any time decide to change, update or delete all or any part of their profile or all or any part of a résumé, unless the résumé is being used for a pending job application.

TAPEWO endeavors to be associated with serious and responsible Recruiters but cannot warrant the use that Recruiters may make of the information that Candidates post on the Website.

### **5.3. « Search for a role » tab**

The "Search for a role" tab is available to Candidates who wish to consult job offers posted by Recruiters.

All Candidates may apply for job offers.

Candidates may view and apply, free of charge, for job offers posted by Recruiters.

Résumés shall remain anonymous until a Recruiter asks to schedule an interview with the Candidate or if a Recruiter requests to make contact with the Candidate and the Candidate agrees.

If a Candidate chooses to apply for a job offer, he/she expressly and irrevocably authorizes the Website to send his/her contact details (first and last names, email address and telephone number) to any Recruiter who requests them.

By using the Website, Candidates expressly and irrevocably authorize the Website to input information from Candidates' résumés into the search algorithm used to match them with Recruiters' offers on the page provided for such purpose: <http://www.tapewo.com/searchin/offer/0/none/>

## **6. Use of the Website's services by Recruiters**

### **6.1. Compliance with statutes and regulations and observance of moral principles**

Recruiters and Candidates are liable for the content they post on the Website.

Due to the large volume of data entered by users of the Website, TAPEWO cannot verify or check the information, data and content that Candidates and Recruiters post on the Website. Nevertheless, TAPEWO reserves the right, unilaterally and without prior notice, to modify and/or delete for statutory, regulatory or moral reasons all or any part of any content of which it becomes aware.

However, the volume of information and data that users input and post on the Website is such that TAPEWO is unable to verify users' content and, therefore, it shall not be liable for content that infringes any right or any moral principle.

In accordance with the statutes, regulations and ethical and moral principles applicable to their profession, Recruiters shall not, in particular, take into account in their hiring decisions information provided by Candidates, such as their age, sex, religious beliefs, health status, sexual

orientation, ethnicity or any other similar information. TAPEWO shall in no event be liable for any violation of the law by Recruiters, who are solely liable for the content they post, the use of the content posted on the Website and any recruitment made.

In the event of any breach of these Terms of Use, the statutes or regulations or moral or ethical principles, TAPEWO reserves the right, unilaterally and at its discretion, to delete a user's account.

## 6.2. Recruiters' personal area

Recruiters may access two types of services: free services and fee-based services.

The free services allow access to a personal area, as well as inputting data in the various sections of the personal area.

The fee-based services allow access to Candidates' contact details, posting job offers and posting personalized communications on the Website's home page.

### 6.2.1. The Website's free services

Recruiters may create a profile using the following tabs:

- The "*Personal*" tab is used to input the following data:

- "*User Data*": user data must be input by an individual who represents the Recruiter's interests, i.e., the Recruiter himself/herself in the case of an individual, or a person authorized to represent the legal entity, in the case of a legal entity. Such person must provide his/her first and last names and contact email address.
- Information about the Recruiter's organization ("*About my company*"): name, address of the registered office in the case of a legal entity, logo and VAT number (if applicable).
- The "*Recruiter's Contact Data*": the information input in this section concerns the person who handles recruitment in the name and on behalf of the Recruiter (e.g., the human resources manager). The information posted is the person's title, first and last names, telephone number, position with the Recruiter and Skype user name.

Only the fields marked with an asterisk are mandatory.

- The "*Job Center*" tab is used to post the following information:

- "*My jobs*": this tab is used to post job offers, depending on the subscription purchased.
- "*Saved Searches*": this tab is used to save searches made using the "*Search for a Candidate*" tab.
- "*Applications in progress*": this page displays recruiting process initiated by candidates, they can be filtered by offer and status.
- "*Bookmarked Candidates*": this page permits Recruiters to select Candidates that interest them and that may hire for the position for which a job offer was posted.
- "*Unlocked Candidates*": this page lists Candidates whose contact details may be viewed by a Recruiter who has selected them, in consideration for a debit from the Recruiter's account.
- "*Contact Requests*": this page displays Candidates for whom Recruiters have made contact requests. The profile of each Candidate is displayed if the Candidate has responded to a Recruiter's request and, if so, if the Candidate has accepted the Recruiter's contact request or refused the Recruiter's contact request, or if the Candidate has accepted a Recruiter's request to make contact but the Recruiter no longer has the credits entitling it to view the Candidate's contact details, in which case the request is placed "on hold".
- "*Competency check*": each Recruiter may create a questionnaire to be completed by Candidates that can be used to screen applications submitted. Each questionnaire is prepared by a Recruiter, who provides all of its content. TAPEWO is not responsible for any Candidate's success or failure on a questionnaire, and shall not be liable whether a Candidate's contact with a Recruiter is successful or fails as a result of the answers a Candidate provides to a questionnaire.
- "*Undesirable Candidates*": this page lists the Candidates that a Recruiter no longer wishes to be included in its searches, for reasons personal to it.

### 6.2.2. The Website's fee-based services

Recruiters may purchase a subscription to the Website that gives them access to the following fee-based services:

- Recruiters who wish to obtain a Candidate's contact details:

Whenever a Recruiter wishes to contact a Candidate, he/she/it should click on the "Contact Request" tab.

If the Candidate accepts the contact request, the Recruiter's account shall be debited.

If a Candidate sends a contact request to a Recruiter, the Recruiter shall receive an alert in its personal area or by an email sent to his/her/its contact address, depending on its setting preferences.

The Recruiter's account shall not be debited if the Candidate does not respond to the Recruiter's contact request or if the contact request is made at the Candidate's initiative.

- Recruiters who wish to post a job offer on the Website:

Recruiters who wish to post a job offer should click on the "Active" tab on the job offer so that it can be viewed by third parties.

The job offer shall be posted for a period of 30 (thirty) calendar days from the day on which the job offer is activated by clicking on the "Active" tab.

If no Candidates have applied by the end of this period of 30 (thirty) calendar days, the Recruiter may obtain an extension and post the same job offer for an additional 30 (thirty) calendar days at no additional cost.

The Recruiter's account shall be debited at the same time that he/she/it requests to activate a job offer.

- Recruiters who wish to post personalized communications on the Website: "VISIBILITY" offer:

This offer enables Recruiters to post a message on the Website's home page.

Depending on the Recruiter's choice and the agreement concluded with TAPEWO, the message shall remain posted for 7 (seven), 14 (fourteen) or 28 (twenty-eight) calendar days. Recruiters who opt for this offer may also choose the territories on which their messages shall be able to be viewed.

The prices in effect are the prices quoted on the Website in the "Pricing" section.

TAPEWO reserves the right, unilaterally, at any time and without prior notice, to modify the list of fee-based services offered to Recruiters on the Website, and users shall not be entitled to any compensation on such grounds.

### **6.3. Subscriptions for the Website's fee-based services**

#### **6.3.1. Subscription purchases**

To subscribe to a fee-based offer, Recruiters must in all cases first create a user account that shall enable them to access a secure personal area using a password.

Recruiters must complete a subscription application online on the Website by clicking on the "My Account" tab, and then on "Purchase". Orders may be placed on the Website only, and Recruiter's shall bear all connection and internet access costs.

By choosing to purchase a subscription, Recruiters agree to pay by credit card in the area provided for such purpose. TAPEWO does not grant any discounts or payment periods. Access to fee-based services shall be granted only upon receipt of the payment.

Payments shall be made over a secure system that guarantees the confidentiality of Recruiters' banking information. TAPEWO does not store Recruiters' banking data and, therefore, at the time of each purchase, Recruiters must re-input all information necessary to make the purchase.

At the time of payment, Recruiters are invited to verify the content of their order. Validation of the order constitutes an irrevocable acceptance of the order, and the Recruiter shall be deemed to have first reviewed these Terms of Use and accepted them without reservation.

In accordance with the provisions of article 1316 *et seq.* of the French Civil Code (*Code Civil*), validation of the order is deemed an electronic signature which, between the parties, has the same validity as a handwritten signature. Unless proved otherwise, data recorded by TAPEWO furnishes proof of all transactions between it and Recruiters.

#### **6.3.2. Prices and payment terms**

Recruiters are invited to contact TAPEWO's sales department.

Prices are quoted in euros and include VAT.

TAPEWO reserves the right to change the prices quoted on the Website, unilaterally, without prior notice and at any time.

However, all subscriptions shall be invoiced on the basis of the rates in effect at the time payment is made for an order, without applying any price changes that may occur after the order is in progress.

In the case of monthly subscriptions, which are renewed automatically in accordance with these Terms of Use, TAPEWO agrees not to change its rates for a period of 12 months from the time of the Recruiter's subscription.

Payment for orders shall be made only by credit card in the area of the Website provided for such purpose, in accordance with the provisions of clause 7.1 below.

### **6.3.3. Withdrawal by the Recruiter**

All orders that Recruiters place are irrevocable and Recruiters shall in no event be reimbursed their payment.

The Recruiter's account shall be irrevocably debited and his/her/its account shall not be re-credited, including if a Candidate changes his/her mind about an offer.

## **7. Duration of the right to use the Website's services**

### **7.1. Free services**

Users may access the Website's free services at all times, unless TAPEWO decides to impose a fee for such services, in which case access thereto shall be subject to the provisions applicable to fee-based services.

Users may at any time change the information in their accounts and may at any time delete their accounts altogether.

If a user deletes his/her/its account, his/her/its data shall be definitively lost and cannot be reactivated in the event a new account is created, regardless of the login used.

If a user wishes to use the Website's services again, he/she/it shall have to create a new account, which shall not contain any preexisting information.

### **7.2. The Website's fee-based services**

Access to fee-based services begins at the time the user makes the appropriate payment.

Payment confers the right to a volume of credits to be used in accordance with the subscription chosen and the services consumed.

Credits are valid for a maximum of 30 (thirty) calendar days from the date of purchase and may be renewed for another 30 (thirty) calendar days if a new subscription is purchased.

The duration of the Website's fee-based services depends on the subscription the Recruiter chooses:

- START subscription: the subscription expires when the relevant number of credits have been used (post 1 job offer and make contact with 10 Candidates);
- BASIC subscription: the subscription expires when the relevant number of credits have been used (post 3 job offers and make contact with 30 Candidates);
- PRO subscription: the subscription expires when the relevant number of credits have been used (post 10 job offers and make contact with 100 Candidates);
- ENTERPRISE subscription: the subscription has a term of one month and expires at the end of each month, regardless of the number of job offers posted or the number of Candidates contacted. The ENTERPRISE subscription is renewable automatically each month for another monthly term, unless the Recruiter gives TAPEWO notice using the tab provided for such purpose ("*Job Center*" section, then the "Stop Subscription" tab of the relevant order). Orders canceled shall end on the subscription's anniversary date.

Provided payment is made, Recruiters' personalized communications posted on the Website's home page shall be displayed for 14 business days, from Monday morning at 00:00 midnight (GMT) until Friday night at 11:59 pm (GMT).

### **7.3. Cancellation of a subscription ("ENTERPRISE" offer or "VISIBILITY" offer)**

In the event either party commits a material breach of any of its essential obligations that causes a loss to the other party, the subscription chosen by the Recruiter shall be canceled automatically thirty (30) days from the notice date to cure the breach given by certified mail, return receipt requested, if the breaching party fails to comply within such period.

TAPEWO shall be entitled to claim compensation for any loss it sustains as a result.

### **7.4. Deactivation of a résumé and deletion or suspension of an account**

#### **7.4.1.**

Candidates are invited to regularly confirm that their résumés are active, or deactivate them if they so wish, in order to maintain the accuracy of TAPEWO's database.

If no confirmation is received from a Candidate before the deadline given in a confirmation request, TAPEWO reserves the right, unilaterally and at its sole discretion, to put the display of a résumé on hold until its user's next connection to the Website.

#### 7.4.2.

TAPEWO reserves the right, unilaterally, without prior notice and at its sole discretion, to suspend or delete any job offer, résumé or account of a Candidate or Recruiter in the event of a breach of any of the provisions of these Terms of Use, in particular clauses 2, 5.1. and 6.1. In such case, the user shall not be entitled to any compensation, regardless of the situation of the Candidate or Recruiter (e.g., hiring or pre-hiring stage, active discussions, etc.).

### 8. Territories

The Website can be accessed worldwide and provides the possibility of viewing job offers from around the world and in various languages, depending on the users' choices.

The Website's users may input data and information about themselves in the language of their choice from among the languages available on the Website, which are subject to change, depending on changes that TAPEWO may make to the Website at any time, unilaterally and at its sole discretion.

However, TAPEWO cannot guarantee that two users shall be able to make contact if they do not use the same language or if their search is not in the same territory.

### 9. Intellectual Property

All elements displayed on the Website, and the Website itself, are protected by copyright, trademark rights, design rights and/or all other intellectual property rights. Elements include, but are not limited to, photographs, images, drawings, illustrations, texts, logos, trademarks, designs, etc. These elements are owned by TAPEWO or are used with the agreement of their creators and/or successors in interest.

Accordingly, and in particular, any reproduction, display, use, adaptation, modification, incorporation, translation or marketing of these elements, in whole or in part, using any process and on any medium (hard copy, electronic, etc.) without TAPEWO's prior written authorization is forbidden, with the exceptions provided in article L. 122.5 of the French Intellectual Property Code (*Code de Propriété Intellectuelle*). Any breach may constitute the offense of copyright and/or design and/or trademark infringement under French law.

The creation of any hypertext link that directs users to the Website or any of the elements that comprise the Website is forbidden without TAPEWO's prior express authorization, which is revocable at any time.

TAPEWO declines all liability for all Websites that may have a hypertext link that directs users to the Website or any of the elements that comprise the Website, as TAPEWO has no control over them.

Use of all or any part of the Website (and, in particular, the trademarks and domain names included thereon), in particular downloading, reproducing, displaying, transmitting or broadcasting any part of the Website, for any purpose other than for the user's personal and private use for a non-commercial purpose is strictly forbidden.

The breach of these provisions shall subject the breaching party to the penalties provided for in the French Intellectual Property Code, in particular by article L. 335-3 (copyright infringement) and article L. 716-9 (trademark infringement) of the French Intellectual Property Code, as well as article 9 and article 1382 *et seq.* of the French Civil Code (concerning civil liability and use of persons likenesses).

Furthermore, any use of the Website's domain name other than to access the Website is forbidden.

All content whatsoever that Candidates or Recruiters post on the Website (in particular, Recruiters' trademarks and logos) are the sole property of the persons who post such content.

By using the Website's services and posting content they own, Candidates and Recruiters authorize TAPEWO to reproduce and display the relevant elements on the Website.

However, the Candidates and the Recruiters alone are liable for their content.

In the event any third party infringes any right of a Candidate or Recruiter, such as those described in this clause, TAPEWO shall in no event be liable and shall not pay any compensation. The Candidates and Recruiters shall assume personal responsibility for pursuing recourse against the third parties who are liable.

### 10. Confidentiality and Data Protection

Users of the Website acknowledge that the objective of the Website's services is to publish data and information concerning employment offers and employment applications made by Candidates and Recruiters.



Accordingly, users of the Website acknowledge that the data and information posted on the Website is intended to be published.

However, TAPEWO undertakes to maintain the confidentiality of the data and information that users of the Website do not wish to be made public in any event, as evidenced by their use of the Website's services (in particular, by using the "active" and "inactive" modes in certain sections).

In general, TAPEWO undertakes to comply with all data protection laws in force and to collect and process personal data in accordance with its privacy policy. To maintain the integrity of the Website, TAPEWO reserves the right to disclose users' contact details to any regulatory or supervisory authority if it is required to do so, in particular in the event of a complaint concerning a use of the Website and if such use is considered inconsistent with these Terms of Use or any applicable statute or regulation.

## 11. Data Protection Act

In accordance with the French Data Protection Act, Act no. 78-17 of January 6, 1978, all users of the Website have a right to access, change, correct and delete data about them.

To exercise this right, users have several possibilities.

The easiest method is for users to log on to their "*Personal*" tab and make all changes online.

Users who are unable to log on may telephone (+33)1 45 58 19 01 or write to: TAPEWO, Service Identification, 35 Rue Bergers, 75015 Paris, France.

The fact that TAPEWO processes data submitted by users has been reported to the French Data Protection Agency (CNIL).

## 12. Liability and Warranties

The services offered by the Website may direct users to other Websites containing information for which TAPEWO shall in no event be liable.

Users are expressly informed that TAPEWO is not the author of the advertising content published on behalf of advertisers on the Website or of the communications of Candidates or Recruiters in connection with their registration on the Website.

TAPEWO warrants users that it has all authorizations required to publish any content whatsoever that appears on the Website.

To the extent possible, TAPEWO shall endeavor to ensure that the information published on the Website is accurate and up to date, and it reserves the right to correct the content at any time and without prior notice.

However, TAPEWO does not warrant that the information made available on the Website is correct, accurate or complete. Such information is neither a warranty nor an undertaking to users on the part of TAPEWO.

In particular, TAPEWO shall not be liable for:

- any error, inaccuracy or omission in the information available on the Website;
- any use that internet users may make of the information and services available on the Website;
- any damage caused by any computer breach carried out by a third party that results in alterations to the information posted on the Website;
- any direct or indirect losses, regardless of the cause, origin, nature and consequences thereof, that may be caused by any party's access to the Website or the impossibility to access the Website, as well as by the use of the Website and/or any credence given to any information that originates directly or indirectly from the Website.

TAPEWO warrants that, through the use of the Website, it provides information concerning employment offers and applications through out the world in a professional manner and in accordance with the standards prevailing in the industry.

TAPEWO warrants the reliability of the use of its technical tool, which enables users of the Website to obtain information about employment offers and applications that match their profiles, under normal use conditions and within the limits of the reliability of the information provided by Candidates and Recruiters. TAPEWO does not warrant users of the Website the reliability of the means for accessing the Website, for which users are solely responsible.

TAPEWO owes only a duty to use reasonable efforts (*obligation de moyen*) and is not the agent of the Candidates or Recruiters, who are solely liable for the interpretation and/or use of the job offers and applications to which they have access. TAPEWO is not a recruitment agency and is therefore not accredited to provide any advice whatsoever and, in particular, is not accredited to provide recruitment advice.

TAPEWO is not the publisher of the content posted by Candidates and Recruiters and, therefore, it is merely a webhost that only provides, firstly, storage space and the related and/or necessary technical tools enabling duly registered users of the Website to post on the Website their information about their employment offer(s) and application(s) and their profile and, secondly, a technical tool that enables users of the Website to facilitate making contact and optimizes the possibility of creating employment relationships between them. Accordingly, the information that



Candidates and Recruiters post on the Website, and for which they are the source, is posted under their sole liability.

Candidates and Recruiters undertake to comply with all applicable laws, including, but not limited to, labor, employment and data protection laws.

TAPEWO makes no express or implied warranty concerning the performance or the results from the use of the Website's services.

Users of the Website shall hold TAPEWO harmless from all claims, actions or demands of third parties, including, but not limited to, all reasonable legal and accounting expenses, incurred in connection with, or that the result of, the infringement or alleged infringement of any patent, copyright, trade secret or other property right of any third party. Users of the Website shall indemnify TAPEWO in the event of such claims, actions or demands.

TAPEWO shall not be liable for any ancillary, indirect, consequential, special or punitive damages of any type, including loss of income, loss of profits, loss of business or loss of data that may occur during or in connection with the use of the Website and its services.

### **13. Notices**

Users and internet users must report to TAPEWO any content that exalts crimes against humanity, incites racial hatred, involves child pornography, incites violence or is an affront to human dignity, in accordance with the provisions of article 6.1.7 of Act no. 2004-575 of 21, 2004.

Users and internet users are invited to report to TAPEWO any content that may be inaccurate, illicit, offensive or defamatory, or inconsistent with or in breach of these Terms of Use.

All notices should be sent by email to the following address:

[hello@tapewo.com](mailto:hello@tapewo.com)

or by certified mail, return receipt requested, to the following address:

TAPEWO c/o Essec Ventures  
CNIT Paris – La Défense  
2 Place de la Défense  
BP 230  
92053 Paris La Défense Cedex  
France

All notices should contain the following information: first and last names (in the case of a legal entity, its corporate name and its registration number in the Trade and Companies Register), address, a description of the content at issue and its precise location on the Website, the reasons for which the content should be withdrawn, including a reference to applicable legal provisions and evidence in support of the allegations.

If possible, the user should provide copies of any correspondence sent to the party responsible for, or the publisher of, the information or activities at issue, requesting that they cease or be withdrawn or modified, or providing evidence that the party responsible or publisher could not be reached.

A wrongful or inaccurate notice may subject the party who gives such notice to criminal penalties.

Parties who give notice shall hold TAPEWO harmless from any consequences of any notice of this type. TAPEWO shall respond promptly to any notice submitted by a user in the proper form and that appears, on first inspection, to be meritorious. TAPEWO shall do everything within its power to maintain the anonymity of the person against whom the allegations are made, but reserves the right to take against him/her all necessary discretionary measures, such as temporarily or permanently banning him/her from the Website.

All of the personal data entered in any profile shall be deleted from the Website's servers (or made anonymous) when the user's personal account is deleted.

### **14. Compliance with Laws – Taxes and Contributions**

All users agree to comply with the statutes and regulations applicable to use of the Website.

Each user and, in particular, each Candidate and Recruiter, is solely responsible for the transactions concluded through the use of the Website and for the payment of any taxes, levies and/or social security contributions owed as a result of use of the Website.

TAPEWO declines all liability for the failure of any user to comply with his/her/its obligations to pay any tax, levy and/or social security contribution.

## 15. Force Majeure

TAPEWO shall in no event be liable in the event of system malfunctions beyond its control, in particular, malfunctions to computer networks, telephone communications systems and the internet.

TAPEWO shall in no event be liable upon the occurrence of a force majeure event. In addition to the situations that the case law of the French courts and tribunals ordinarily consider to be force majeure events, the parties agree that force majeure events, unforeseeable events and events attributable to third parties include, but are not limited to, damage that is the result of, or that is caused by, strikes, interruptions in the provision of energy, malfunctions of the internet network, malfunctions of telecommunications networks, government or legislative decisions, and interrupted internet connections due to public or private operators on which the technical platform used depends.

## 16. Miscellaneous

TAPEWO reserves the right to amend the Terms of Use at any time and without prior notice.

In the event of an amendment, the applicable Terms of Use shall be the Terms of Use that are online on the date the Website is accessed and, in the case of subscriptions, the Terms of Use online on the date of registration on the Website.

These Terms of Use may be downloaded at any time from the Website.

No amendment to the Terms of Use shall entitle any user to any compensation or damages.

No party shall be liable for non-performance of its obligations under the Terms of Use to the extent such non-performance is due to a force majeure event (fire, natural disaster, accident, war, etc.), a government act, a malfunction or failure of telecommunications networks, or any other cause that is reasonably beyond his/her/its control.

TAPEWO and the users are independent parties who act in their own name and on their own behalf. The Terms of Use do not create any hierarchical relationship, or any employer-employee or franchisor-franchisee relationship, between TAPEWO and the users.

If any clause of the Terms of Use is unnecessary, void or inapplicable, the other clauses of the Terms of Use shall not be affected and shall continue to apply as if the unnecessary, void or inapplicable provisions had not been included in the Terms of Use.

In the event that any clause of the Terms of Use is inconsistent with the laws in force, such clause shall be deemed to have been replaced by a provision that is valid under the law and whose substance is as close as possible to that of the original clause.

In the event of a contradiction between a clause in any section of the Website and a clause in the Terms of Use, the clause in the Terms of Use shall prevail.

The titles of the clauses are provided solely to facilitate the reading and understanding of the Terms of Use and shall in no event condition the substance of the clauses or the construction thereof.

Each user agrees that TAPEWO is entitled to transfer, without restriction and without formalities, all or some of the rights and obligations under the Terms of Use and/or the Website to any third party. Users of the Website, Candidates and Recruiters may in no event transfer to any third party the Website's services for which they have subscribed, in whole or in part, regardless of the transfer method, without TAPEWO's prior express agreement, in writing.

## 17. Governing Law and Jurisdiction

These Terms of Use, as well as the interpretation, performance and termination thereof, are governed by French law. By accepting the Terms of Use, each user, regardless of the country in which he/she/it is located, irrevocably grants exclusive jurisdiction to the courts in Paris, France.

The French version of the Terms of Use shall prevail over any other version in any other language.

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