

# ASSESSFIRST GENERAL TERMS AND CONDITIONS OF SALE

## 1. LEGAL CONTACT INFORMATION

The Website and the Services are operated by AssessFirst SAS, registered under number 443 179 684 with the Registry of Trade and Companies of Paris and whose head office is located at 10 rue de la Paix, 75002 Paris, France.

AssessFirst can be contacted through any of the following channels:

**Postal Address:** 10, Rue de la Paix, 75002 Paris, France

**Email Address:** hello@assessfirst.com

## 2. PREAMBLE

The website <http://www.assessfirst.com/> and its sub-domains (hereinafter collectively referred to as the "Website") offers services enabling employers and recruiters (hereinafter referred to as "Customers") who wish to recruit, or who wish to evaluate the skills of candidates with a view to hiring, or the skills of current staff within the context of in-house promotion (hereinafter collectively referred to as "Candidates") using assessment questionnaires (hereinafter referred to as "Questionnaires").

The purpose of these general terms and conditions is to define the terms and conditions relating to the provision of services on the Website (hereinafter referred to as "Services") as well as to define the rights and obligations of the various parties within this framework.

They can be accessed and printed at any moment from a direct link on the Website's homepage.

They may be subject to certain additional terms and conditions specific to certain Services. The latter are hereby incorporated into these general terms and conditions and, in the case of any inconsistency between the general terms and conditions and these specific conditions, the latter will prevail.

The Customer declares that they have obtained all necessary information regarding the quantitative and qualitative characteristics of the Services offered upon subscription to the Website.

## 3. DEFINITIONS

The terms defined below will be understood between the parties as follows:

- "Customer" refers to any natural person or legal entity, employers or recruiters acting within a professional capacity, as part of their commercial, industrial, artisanal, liberal or agricultural business activities and who subscribe to a Service on the Website
- "Personal Space" refers to a virtual space in the form of web pages within the Website, specifically reserved for the Customer, that can be accessed via the "My Personal Space" section

- "Party/Parties" collectively refers to AssessFirst and the Customer
- "Credentials" refers to connection details placed under the exclusive control of the Customer allowing them to use their Personal Space
- "Service" refers to all of the services available only through subscription to AssessFirst
- "Website" refers to the website published by AssessFirst, which can be accessed online at the URL <https://www.assessfirst.com> and its subdomains
- "User" refers to any person using the Website whether they are simply an Internet visitor or a Customer.

## 4. PURPOSE

The purpose of this document is to define the conditions of site access, the terms of use of the services and the respective rights and obligations of Customers when using the services available on the Website.

## 5. CONTRACTUAL DOCUMENTS

The binding contractual documents with regard to Customers are:

- The special conditions of sale for certain Services, where applicable
- These general terms and conditions of sale.

In the event of contradiction between documents of a different nature or of different rank, it is expressly agreed between the Parties that the provisions contained in the document of higher rank will prevail for the obligations finding conflicting interpretation. In the event of contradiction between terms of documents of the same rank, the latest version of the documents will prevail over the others.

Ranking will be applied as follows:

- Obligation by obligation
- Or otherwise, paragraph by paragraph
- Or otherwise, article by article.

## 6. ENFORCEABILITY

Customers may only benefit from the services offered to them on the Website subject to their acceptance of these general terms and conditions of sale.

These general terms and conditions come into effect as soon as they are accepted by the Customer at the time of registering for the service.

AssessFirst reserves the right to make any changes to these general terms and conditions that it deems necessary and useful. It will make its best efforts to inform

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Customers of the existence and entry into effect of any new general terms and conditions by any means at its disposal (emails, online information, etc.).

Customers may access the archived general terms and conditions by emailing their request to hello@assessfirst.com.

The general terms and conditions appearing online on the Website prevail over any previous printed version.

The Website's Customers are therefore invited to consult the online general terms and conditions regularly.

Date of the last update: October, 8th 2020.

The Customer may stop using the service at any time but remains liable for any previous use.

### 7. ACCESS TO SERVICES

The Website and the Services are exclusively intended for Customers, who can be described as any physical person or legal entity who wishes to recruit staff and/or assess the skills of their Candidates, but also for employment professionals, who can be described as any physical person or legal entity whose business activity is in the field of personnel recruitment, especially recruitment agencies, temporary employment agencies, companies in the temporary work sector, or consultancy firms for interim management or human resources.

The Website and the Services that are reserved for Customers are not intended for private individuals who wish to hire personnel for their own needs.

### 8. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS

Acceptance of these general terms and conditions will be indicated through ticking a checkbox in the registration form. This acceptance can only be full and complete. Any conditional acceptance will be considered as null and void. Any Customer who does not accept to be bound by these general terms and conditions must not access the Website or use the Services.

### 9. REGISTERING ON THE WEBSITE

#### 9.1. REGISTRATION PROCESS

In order to use the Services, Customers must register on the Website by completing the registration form. Registration is available to any individual having the full legal capacity to contract for and on behalf of the Customer, or possessing a special mandate for that purpose.

Customers must provide all information that is marked as being required. Incomplete registrations will not be validated.

Registering automatically entails the opening of an account in the individual Customer's name (hereinafter referred to as the "Account"), giving the Customer access to their own personal space (hereinafter referred to as the "Personal Space") which will enable them to use the

Services in a format and according to the technical means that AssessFirst deems the most appropriate for providing said Services.

Customers guarantee that all information they provide in the registration form is exact, up to date and sincere and is in no way misleading or dishonest.

They agree to update this information in their Personal Space in the event that any of it should change in order to continuously meet the above-mentioned criteria.

Customers are hereby informed and accept that the information provided by them for the creation or update of their Account is valid as proof of their identity. Details entered by Customers will be binding upon confirmation.

#### 9.2. LOGIN ID/PASSWORD (CREDENTIALS)

The Customer is solely responsible for protecting their credentials and keeping them confidential.

The Customer guarantees the accuracy of the information provided for the purposes of registering for the service.

Their password is strictly private and confidential.

The Customer undertakes to take all necessary measures to ensure this absolute confidentiality.

Any use of the password will be deemed to have been made in the name of the Customer.

The Customer agrees to promptly notify AssessFirst should they lose, forget or disclose their password to any third party, unintentionally or otherwise.

AssessFirst must be informed:

- By email at: hello@assessfirst.com.  
The date of receipt of this email will be considered as proof of notification between the Parties.

OR

- Directly online on a "Forgotten password" form.  
AssessFirst will promptly interrupt access to services and will deny any access using this password.

A link will be sent to the Customer allowing them to change their password.

The Customer is solely responsible for any use made of their password until they have asked AssessFirst to change it.

#### 9.3. CREATION OF STAFF ACCOUNTS

Once the registration process is complete, Customers may, from their Personal Space, create accounts to be used by members of their staff who are in charge of recruitment questions, assessment and management of staff (hereinafter referred to as "Staff Accounts").

In cases such as this, the Account that was created during the Customer's registration process (hereinafter referred to as the "Main Customer") will be an administrator account, which will have the capacity to edit, manage and delete Staff Accounts.

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The Main Customer is solely responsible for the creation and the use of the Staff Accounts that are linked to their Account.

Users of the Staff Accounts will be considered as Customers and will be subject to these general terms and conditions ipso jure.

The amount of Staff Accounts is limited in number in accordance with the conditions indicated on the Website or in the contract.

### 9.4. STRICTLY PERSONAL USE

Customers may access their Personal Space by logging in to the Website using their credentials.

Customers agree to use the Services themselves and agree not to allow any third party to use them on their behalf, except in the cases provided for in Article 9.3 above, unless the former accept full responsibility for the consequences.

In the same way, Users are responsible for keeping their credentials confidential. Customers must contact AssessFirst immediately at the email address [hello@assessfirst.com](mailto:hello@assessfirst.com), if they notice that their Account has been used without their knowledge. They acknowledge AssessFirst's right to take all measures it deems appropriate in a case such as this.

### 10. SUSPENSION AND CLOSURE OF THE "CUSTOMER" ACCOUNT

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In cases of suspicion of fraudulent use of the Customer's account, AssessFirst reserves the right, without any compensation and without notice, to suspend or close the Customer's account. AssessFirst cannot be held liable for any loss or damage that may occur should the Customer not respect any of their confidentiality obligations.

In the event of a breach of the obligations of these general terms and conditions, AssessFirst reserves the right, without compensation and without notice, to suspend access to all or part of the account until the cause of the suspension has been rectified, or to close the account, depending on the severity of the breach. The Customer acknowledges that neither they nor any third parties can hold AssessFirst liable for the consequences of the closure or suspension of the account.

The Customer may stop using the services at any time and close their account on the Website in the "My account" section, which will result in the deletion of the account and its associated data, without notice, without needing to justify their reasons and without incurring any fees other than those related to the costs of accessing the Website.

In all cases, the Customer remains responsible for all use of their account prior to the closure of their account.

### 11. DESCRIPTION OF THE SERVICES

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Customers have access to the following Services in a format and according to the technical means that AssessFirst deems the most appropriate.

#### 11.1. REGISTERING A CANDIDATE

AssessFirst offers Customers several types of online Questionnaires allowing them to assess a Candidate's professional character (personality), career motivation (drive) and reasoning capacity (aptitude).

The Customer will have previously provided AssessFirst with the email address of the Candidate or will have sent the Candidate a link to register on the Website.

AssessFirst then sends the Candidate an email inviting the latter to register on the Website by filling out the registration form and filling out the Questionnaire. The Candidate may already be registered on the Website, if they had previously filled out the Questionnaires in the past, potentially for another Customer.

The Candidate can also register by clicking directly on the Website registration link from a job offer hosted by the Customer on any other website or sent directly by email by the latter.

Any Candidate who is not registered on the Website will not have access to the Questionnaires and may not therefore effectively fill them out.

#### 11.2. CREATING REPORTS

In light of the information provided by the Candidate, AssessFirst will create assessment reports of the Candidate's skills (hereinafter referred to collectively as "Reports").

##### Skills Summary

AssessFirst will create a summary of the Candidate's skills assessment (hereinafter referred to as the "Skills Summary").

##### Supplementary Reports

AssessFirst will create different types of assessment reports related to the Candidate (hereinafter referred to as "Supplementary Reports"), which will use the Candidate's answers to the Questionnaires.

Other documents may be added such as summary reports, opinions, recommendations, as well as any other document or information, especially of a graphical or statistical nature, under whatever terms or conditions AssessFirst deems the most appropriate for the provision of the Services.

#### 11.3. DELIVERING REPORTS

Reports may only be created and delivered to the Customer once the Candidate has fully filled out the Questionnaires.

Reports are delivered to a Customer's Personal Space in a HTML / PDF format.

The delivery schedule for Reports is indicated on the Website. These delivery schedules are only indicative. AssessFirst does not make any guarantee with regard to the delivery schedules of Reports, insofar as these schedules depend on the willingness of each Candidate to complete their Questionnaires, which is outside the control of AssessFirst.

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The Skills Summary is also sent to each respective Candidate automatically.

### 11.4. MESSAGING SERVICE

AssessFirst enables Customers to communicate with Candidates who have answered their Questionnaires through a messaging service.

### 11.5. OTHER SERVICES

AssessFirst reserves the right to propose any other Service that it deems useful, in a format and according to the technical means that it deems the most appropriate for providing said Service.

## 12. FINANCIAL CONDITIONS

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Some Services are provided to the Customer free of charge, while others are paid Services, in accordance with the terms stipulated below.

### 12.1. FREE SKILLS SUMMARY

AssessFirst provides the Customer with an unlimited number of Skills Summaries, free of charge, throughout the duration the Customer uses the Services.

### 12.2. FINANCIAL CONDITIONS FOR SUPPLEMENTARY REPORTS

The creation and delivery of Supplementary Reports is a paid service, the conditions of which are defined below.

#### 12.2.1. Subscription System

Customers have the option of taking out subscription packages (hereinafter referred to as "Subscriptions") that enable them to receive certain Modules or Supplementary Reports throughout the duration of their subscription.

#### 12.2.2. Subscription Price

For online subscriptions, the prices of Subscriptions are indicated on the Website.

For corporate subscriptions, the price of the subscription is indicated in the contract.

Unless otherwise stated, they are expressed in Euro and are exclusive of French taxes.

They are valid only for the duration during which they are accessible electronically in real time on the Website.

They may be subject to change according to several criteria and in particular during commercial or promotional operations.

Customers will be informed by AssessFirst of any such price reviews through any pertinent written channel (and in particular by email), at the latest:

- At least 2 (two) months before the new rates enter into effect if the Subscription is paid on an annual basis
- At least 1 (one) month before the new rates enter into effect if the Subscription is paid on a quarterly basis
- At least 7 (seven) days before the new rates enter into force if the Subscription is paid on a monthly basis.

The reviewed prices are effective on the date of the next Subscription renewal following their entry into effect.

The value date and time of the transaction will necessarily be that of the date and time the order was placed by the Customer, the Parties recognizing that they have no legal recourse should the value decrease or increase after the date the subscription was taken out.

#### 12.2.3. Terms of payment

For online subscriptions, payment of the Subscription price will be made by banking card or through direct debit from the Customer's bank account (IBAN).

For corporate subscriptions, payment of the Subscription price will be made by bank transfer, cheque, banking card or through direct debit from the Customer's bank account (IBAN) according to the payment terms indicated in the contract.

Payment by banking card or direct debit is implemented by means of a payment service provider: Stripe, who solely retains the Customer's bank details for this purpose. AssessFirst will not retain any bank details.

The price of the Subscription is immediately payable and payment or monthly/annual direct debit will be made on the day the Subscription is taken out and then monthly/annually each time it is renewed.

Customers ensure AssessFirst that they dispose of the required authorization to use the chosen means of payment. They agree to take all necessary measures to ensure that the direct debit of the Subscription price can be made, provided they chose this method of payment.

#### 12.2.4. Duration of the Subscription

The duration of Subscriptions is indicated on the Website or in the contract.

A Subscription begins on the day it is taken out, subject to payment of its price, for the duration subscribed by the Customer (hereinafter referred to as the "Initial Period"), calculated from date to date.

It is then automatically renewed for successive periods of the same duration as the Initial Period (hereinafter collectively referred to, with the Initial Period, as the "Subscription Period"), calculated from date to date, unless notice of termination is given by email either by AssessFirst or the Customer at the latest:

- 1 (one) month before the term of the current Subscription Period if the Subscription is paid on an annual basis
- 15 (fifteen) days before the term of the current Subscription Period if the Subscription is paid on a quarterly basis
- 8 (eight) days before the term of the current Subscription Period if the Subscription is paid on a monthly basis.

Customers acknowledge that they are not entitled to any refund of all or part of the price of a Subscription Period already started.

Any Subscription Period started is due in its entirety.

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### 12.2.5. Common Provisions

Customers will be informed as promptly as possible in the event that an ordered Supplementary Report is not available, in particular when this is due to the non-completion of the Questionnaire by the Candidate.

AssessFirst reserves the right, in its sole discretion and according to conditions that it deems appropriate, to propose promotional offers or price reductions. As a welcome offer, Customers are offered, upon registering, the option of having a trial period free of charge. The duration of this welcome offer is indicated on the Website.

Taking out Subscriptions is subject to invoicing and invoices are sent to Customers through any pertinent channels.

### 12.3. LATENESS OF PAYMENT AND INCIDENTS

Customers are hereby informed and expressly agree that any lateness of payment of all or part of an amount at its due term, will automatically entail, without prejudice to the provisions set out in Article 18 (Sanctions for breaches) and without prior formal notice:

(i) Forfeiture of the term of all amounts due by the Customer in question and the requirement of their immediate payment

(ii) Immediate suspension of current Services until complete payment is made by the Customer in question of all amounts due

(iii) Invoicing of a late payment interest, for AssessFirst's benefit, at the rate of 1.5 times (one and a half times) the legal interest rate, in addition to the total of all amounts due by the Customer in question.

## 13. DURATION OF THE SERVICES

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When a Customer registers on the Website it is for an unlimited period.

Termination of a Subscription does not entail unregistering from the Website. Effectively, the Customer may continue to use the Free Services.

## 14. UNREGISTERING

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Customers may unregister from the Website at any time, by requesting this directly in their Personal Space and by sending AssessFirst an email in this regard, at this email address: [hello@assessfirst.com](mailto:hello@assessfirst.com), or by any other channel indicated on the Website.

Their registration will be removed from the Website within a maximum of 7 (seven) days from the date of this request. This will entail the automatic deletion of the Customer's Account as well as that of all of the Staff Accounts that are linked to it.

## 15. CUSTOMER'S OBLIGATIONS AND GUARANTEES

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Without prejudice to any other obligations stipulated herein, Customers agree to respect the following obligations.

15.1 Customers agree, in their use of the Website and the Services, to respect and abide by all laws and regulations in force and not to not to violate public order or infringe the rights of any third party.

15.2 Customers acknowledge having read on the Website and understood the specifications and constraints, particularly of a technical nature, of the entire range of Services. Each Customer is solely responsible for their use of the Services.

15.3 Customers undertake to comply with the applicable local regulations regarding assessment, employment and recruitment.

Customers agree to only use the Services and the data that is extracted from these Services for the sole purposes of assessing the skills of Candidates, with a view to hiring them, within the context of the in-house career development of these Candidates, to identify potential or for career guidance.

15.4 AssessFirst nevertheless reserves the right to store, in an anonymous fashion, all or part of the collected data, especially for statistical purposes or for the improvement of the Services, in accordance with its privacy policy (<https://af-live.s3.eu-west-3.amazonaws.com/pdf/assessfirst-privacy-policy-09-01-2018.pdf>). Customers hereby expressly accept that this data may be transferred, rented or exchanged by AssessFirst with a third party.

15.5 Customers agree that the Services are strictly for their personal use only. Customers therefore undertake not to assign, sub-license or otherwise transfer all or part of their rights or obligations herein to any third party, or to transfer to any third party, whether or not for consideration, the use or ownership of the Questionnaires or the Reports, or more generally, any information received from AssessFirst within the framework of the Services.

15.6 Customers undertake not to hide AssessFirst's logo or name displayed on the Questionnaires, Reports or any other document received from AssessFirst.

15.7 Customers undertake not to change or alter the Questionnaires or the Reports in any way.

15.8 Customers agree not to reproduce or copy the system, the framework or the logical sequence of the questions, or the questions themselves that appear in the Questionnaires, or to reuse all or part of them, without the prior written authorization of AssessFirst.

15.9 Customers undertake to provide AssessFirst with all information necessary for the proper performance of the Services. More generally, Customers agree to actively cooperate with AssessFirst with a view to ensuring the proper application of these general terms and conditions.

15.10 Customers undertake to keep confidential, with regard to any third parties, any information received from AssessFirst including Questionnaires, Reports and more generally, any information concerning Candidates and gathered within the framework of the Services.

This prohibition does not apply to the Customer's company's own needs, in compliance with the laws and

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regulations or conventions in force, as well as these general terms and conditions.

15.11 Customers are also solely responsible for the relations they may form with Candidates and for the information they may share with the latter within the framework of the Services. Users must exercise appropriate caution and good judgement in these relations and exchanges. Customers also undertake, in these exchanges with Candidates, to respect the usual rules of politeness and courtesy.

15.12 Customers acknowledge that the Services provide them with an additional solution, not an alternative solution, for the purposes of assessing the skills and performance of current or future staff, identifying potential, career guidance (which can be conducted outside of any potential in-house promotion) and that this solution cannot substitute other means that Customers may dispose of elsewhere to reach the same goal.

15.13 Customers will take all necessary measures to back up whatever information in their Personal Space they deem necessary using their own resources, as no copy of this information will be provided to them.

15.14 Customers are hereby informed and accept that implementation of the Services requires that they be connected to the Internet and that the quality of the Services depends directly on this connection, for which Customers will be individually and solely responsible.

15.15 Each Customer guarantees AssessFirst against any claims, demands, actions and/or grievances whatsoever, that AssessFirst could incur as a result of a breach by the Customer in question of any one of their obligations or guarantees under these general terms and conditions.

15.16 Customers agree to compensate AssessFirst for any prejudice that the latter would be subject to, and to pay any costs, liabilities, charges and/or convictions that the latter could incur, as a result of such a breach.

### 16. ASSESSFIRST'S OBLIGATIONS AND GUARANTEE

16.1 AssessFirst undertakes to provide the Services with diligence and in compliance with trade practices, specifying that it has an obligation to provide means, but this without any obligation of result, and this is expressly acknowledged and agreed by Customers.

In this respect, AssessFirst makes no guarantee to Customers with regard to the adaptation of the Services to the latter's needs, expectations or specific or particular constraints.

16.2 The Questionnaires and Reports proposed by AssessFirst are under constant improvement and will not be considered as being either perfect or complete.

Any decision to hire, or any in-house promotion, is the sole responsibility of the Customers.

The Services proposed on the Website are only help tools intended for the Customers and will only be considered as such.

AssessFirst will not be liable for any decisions taken by Customers, especially in cases of hiring or in-house promotion.

16.3 AssessFirst will also not be liable in any way for exchanges or relations between Customers and Candidates that take place outside the framework of the Website or the Services.

AssessFirst is not a party to any potential employment contracts between Customers and Candidates and will under no circumstances be held liable in respect of difficulties which may occur during the conclusion or execution of such contracts, nor be a party to any potential disputes whatsoever between Customers and Candidates.

Customers are solely and individually responsible for successfully completing all necessary administrative, tax and/or social formalities that could potentially concern them.

16.4 AssessFirst undertakes to keep confidential all information contained in the completed Questionnaires and Reports and only to send this information to the Customer who ordered the Questionnaire and Reports or to the Candidate.

16.5 AssessFirst assumes no responsibility in the event that any information from the Personal Space of a Customer is lost. Customers should keep a backup copy and will not be able to claim for any damages caused by any loss of this information.

16.6 AssessFirst undertakes to regularly monitor the operation and accessibility of the Website. To this end, AssessFirst reserves the right to interrupt access to the Website momentarily for maintenance purposes. In the same way, AssessFirst will not be held liable if the Website is ever momentarily difficult (or impossible) to access, the causes of these circumstances being outside AssessFirst's control, force majeure, or due to any disruption in the telecommunications network.

16.7 AssessFirst does not guarantee Customers (i) that the Services, which are subject to constant research to improve their performance and progress, will be totally free of errors, faults or defects, (ii) that the Services, being standard and not offered specifically to any one given Customer according to that Customer's own personal constraints, will specifically meet that Customer's needs or expectations.

However, in order to constantly improve the quality of the Services, AssessFirst invites Customers to submit all comments and information that they may wish to bring to its attention concerning the quality of transactions made using the Services.

### 17. PROHIBITED BEHAVIOUR

17.1 The following behaviour is strictly forbidden: (i) any behaviour that would interrupt, suspend, slow down or prevent correct operation of the Website, (ii) any hacking or attempts to hack into AssessFirst's IT systems, (iii) any hijacking of the Website's system resources, (iv) any acts that would place a disproportionate load on the Website's

infrastructure, (v) any attempts to breach the Website's security or authentication structures, (vi) any acts that could infringe on the rights or financial, commercial and moral interests of AssessFirst or of the users of its Website, (vii) any action that uses the Website for purposes other than that for which it was designed and finally, more generally, (viii) any breach of these general terms and conditions or of any local policy or laws.

17.2 In the event of a breach of any of the provisions of this article or more generally, of any laws and regulations, AssessFirst reserves the right to take any measures or instigate any legal proceedings it deems appropriate.

#### 18. SANCTIONS FOR BREACHES

In the event of a breach by a Customer of any of the provisions of these general terms and conditions, or more generally, of any infringement by the former of any laws and regulations in force, AssessFirst reserves the right to take any measures it deems appropriate and in particular:

- (i) To suspend, cancel or prevent access to the Services for any Customer who has breached any provision or infringed any law or regulation, or who has participated in this breach or infringement
- (ii) To delete any content placed online on the Website
- (iii) To publish on the Website any related informational message that AssessFirst deems useful
- (iv) To inform the relevant authorities
- (v) To instigate legal proceedings.

#### 19. INTELLECTUAL PROPERTY OF ASSESSFIRST

These general terms and conditions do not imply any transfer of any kind of intellectual property rights on the elements belonging to AssessFirst that are provided for the Customer's use.

The systems, software, structures, infrastructures, databases and content of any nature (text, images, graphics, music, logos, trademarks, databases, etc.), and especially Questionnaires and Reports, used by AssessFirst on the Website, are protected by all intellectual property rights or database creator's rights in force. Any dismantling, decompilation, deciphering, extracting, reusing, copying or generally any reproduction, representation, publishing or use of all or part of any of these items, without the authorization of AssessFirst, with the exception of cases provided for in these general terms and conditions, is strictly forbidden and could be the subject of a lawsuit.

Any reproduction or representation of any of these elements, in whole or in part, without the prior express authorization of AssessFirst is strictly forbidden and will be deemed a punishable infringement under Articles 335-2 et seq. of the French Intellectual Property Code

#### 20. LIABILITY

AssessFirst declines any responsibility for any interruptions of service or bugs on the Website. AssessFirst does not provide any guarantee, with regard to all or part of the Website, against any direct or indirect damages that could result from using the Website. The Website may mention links to other external sources. Since AssessFirst cannot control these external sources, AssessFirst cannot be held responsible for the content, products, services, advertising, or other items available on these external sources. AssessFirst invites users to read the conditions of use on said external sources.

AssessFirst cannot be held liable for any improper performance or non-performance of the contract if the latter is attributable to unpredictable or insurmountable acts of a third party to the contract or is caused by the Customer.

In any case, AssessFirst will not be held liable to Customers for the payment of any direct, material, commercial, financial or moral damages, of any nature whatsoever, caused during the Customers' use of the Services, for an amount exceeding the amounts invoiced by AssessFirst by way of compensation for the Services that gave rise to its liability, at the time the alleged damages occurred. Moreover, AssessFirst's liability may only be incurred if a Customer sends the former a claim, by registered letter with acknowledgement of receipt, within a period of 1 (one) month following such an occurrence.

This article will subsist after the termination of these general terms and conditions no matter what the reason or motive in question.

#### 21. SECURITY

AssessFirst makes its best efforts, in accordance with trade practices, to make the Website secure with regard to risks incurred and the nature of the data processed.

The Website is an automated data processing system.

The Customer is forbidden from fraudulently accessing or visiting all or part of the Website. It is forbidden to use any access method other than the interface provided by AssessFirst. In the event that a user discovers such a method of access or inadvertently accesses a reserved area, without having the necessary permission, the latter agrees to inform AssessFirst immediately by email to the address [hello@assessfirst.com](mailto:hello@assessfirst.com) so that AssessFirst can take any necessary measures.

The Customer is prohibited from deleting or modifying data contained on the Website that they have not themselves published, or from fraudulently introducing data or altering the operation of the Website in any way. They also will ensure that they will not introduce any virus, malicious code or any other harmful technology to the Website or the Services it provides.

Any access to and/or visiting of a prohibited area will be considered as fraudulent access and/or fraudulent visiting of an automated data processing system within the meaning of the provisions set out in the Penal Code.

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The Customer accepts that all data that they would have become aware of during such access to an unauthorized space is confidential data and undertakes, therefore, not to disclose it.

In particular, the Customer is prohibited from carrying out any operation intended to saturate a page, rebound operations or any operation which would result in hindering or distorting the operation of the Website.

The Customer undertakes not to use any device or software of any kind which would result in disrupting the proper functioning of the Website.

The Customer undertakes not to take any action that would impose a disproportionate burden on the Website's infrastructure.

The Customer accepts the characteristics and limits of the Internet. They are aware that data circulating on the Internet is not necessarily protected, in particular against potential misappropriations.

The Customer will take appropriate measures to ensure the security of their own data and/or software against contamination by potential viruses on the Internet.

### 22. PERSONAL DATA

AssessFirst practices a personal data protection policy whose characteristics are explained in the document entitled "Privacy Policy" which can be accessed on the Website's [page](https://www.assessfirst.com/en/personal-data-processing-and-protection-policy/): <https://www.assessfirst.com/en/personal-data-processing-and-protection-policy/>, and which the Customer is expressly invited to read.

### 23. COOKIES

During a visit to the Website, cookies may be installed on the Customer's terminal.

Information relating to the Website's use, management and deletion of cookies by the Customer is detailed in the "Cookies Statement" available on the Website's page: <https://www.assessfirst.com/en/cookies/>.

### 24. TRACEABILITY

In order to provide an easily accessible and personalized service, AssessFirst keeps a record of the history of Customers' connections to the Website and follows their navigation on the Website using cookies.

This traceability is applicable to Customers.

### 25. ADVERTISING

AssessFirst may insert advertising or promotional messages on any page of the Website and in any communication with Customers, in a format, and according to the conditions, that the former deems appropriate.

### 26. LINKS AND THIRD-PARTY WEBSITES

AssessFirst can in no way be held liable for the technical availability or unavailability of Internet websites or mobile applications operated by third parties (including its potential partners) that Customers may access through links on the Website.

AssessFirst will not be liable for content, advertisements, products and/or services available on such third-party sites or mobile applications and Customers are hereby reminded that these sites are governed by their own terms and conditions of use.

AssessFirst will not be held liable for any transactions conducted between Customers and any advertisers, businessperson or salespersons (including its potential partners) to whom Customers may be oriented through the Website and will not take part in any disputes whatsoever with these third parties, particularly concerning the delivery of products and/or services, guarantees, declarations or any other obligations whatsoever to which these thirds parties may be bound.

### 27. FORCE MAJEURE

Initially, any case of force majeure will suspend the execution of these general terms and conditions.

If a case of force majeure lasts more than two (2) months, these general terms and conditions will be terminated automatically.

Specifically, cases of force majeure or acts of God, are those customarily defined as such by jurisprudence of the French courts and tribunals.

### 28. AGREEMENT IN RELATION TO PROOF

Acceptance of the general terms and conditions electronically between the parties has the same probative value as an agreement on paper.

The computerized records stored in the computer systems of the Website under reasonable security conditions will be considered as proof of information exchanged between the parties.

The archiving of contractual documents is done on reliable and long-lasting media in order to provide a true and long-lasting copy that can be produced as proof.

### 29. CONFIDENTIALITY

All the information transmitted or gathered by AssessFirst when the Website is used will be deemed to be confidential by nature and will not be communicated externally, excluding the exceptions provided for by European Regulation on Data Protection and all related laws.

This provision does not preclude communications ordered by judicial or administrative bodies.

## **ASSESSFIRST GENERAL TERMS AND CONDITIONS OF SALE**

### 30. COMMERCIAL REFERENCES

Customers expressly authorize AssessFirst to cite and use, when appropriate, for the entire term of the contract and for a period of 5 (five) years after its termination, the reproduction of their trademark or logo as a customer reference, especially at events, in its business documents and on its Internet website, in any form.

### 31. GENERAL PROVISIONS

The Parties agree to perform their obligations with utmost good faith.

If one or more provisions of these general terms and conditions is found invalid or declared to be such by any legal or regulatory body, or any court of competent jurisdiction, the other provisions hereof will remain valid and binding.

These general terms and conditions set out the entire extent of the obligations of the Parties.

### 32. LANGUAGE

In the event that these general terms and conditions are translated into one or more languages, the language of interpretation will be French in the event of any contradiction or dispute concerning the meaning of any one of their terms or provisions.

### 33. LAW AND JURISDICTION

These general terms and conditions are governed by French law.

In the event of dispute concerning the validity, interpretation and/or application of these general terms and conditions, all parties hereby agree that the courts of Paris will be the only competent jurisdiction capable of judging the dispute, save conflicting mandatory rules of practice.