

ASSESSFIRST GENERAL TERMS AND CONDITIONS OF USE FOR CANDIDATES

1. PREAMBLE

The website <http://www.assessfirst.com/> and its sub-domains (hereinafter collectively referred to as the "Website") offers services enabling employers and recruiters who wish to recruit, or who wish to evaluate the skills of Candidates with a view to hiring, or evaluate 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").

This service can be accessed at the following address: <https://www.assessfirst.com> (hereinafter referred to as the "Website").

The services available on the Website are detailed in the documentation provided for all Candidates on the Website.

AssessFirst acts as an intermediary between Candidates on the Website and employers and recruiters as appropriate.

The service is exclusively reserved to Candidates who are registered on the Website under these general terms and conditions of use.

2. CORPORATE IDENTITY OF ASSESSFIRST

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 (hereinafter referred to as "AssessFirst").

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

3. PREREQUISITES

Users declare that they have obtained all necessary information from AssessFirst regarding the Services offered and will implicitly comply with these general terms and conditions of use.

Users acknowledge that use of the Website requires compliance with all the provisions defined herein.

Users may benefit from the services offered to them on the Website subject to the following prerequisites:

- To be of legal age on the day of registration
- To have the legal capacity to be bound by these general terms and conditions
- To have the appropriate computer equipment to access the Website
- To have a valid email address

- To accept that they have been hereby informed that a handwritten or electronic signature is not required for them to be bound by these general terms and conditions of use; acceptance of these general terms and conditions is achieved by ticking a checkbox.

Users have the option to save and print these general terms and conditions using the standard features of their browser or computer.

4. DEFINITIONS

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

- "My Personal Space" refers to space on the Website reserved for Candidates/Users.
- "Party/Parties" collectively refers to AssessFirst and the User.
- "Credentials" refers to connection details placed under the exclusive control of the Candidate/User allowing them to use their Personal Space.
- "User" refers to anyone who has completed the registration process on the Website and who has created an account thereon.
- "Public part" refers to the part of the online service that can be freely accessed by the public.
- "Platform" refers to the entire information system that provides the services to the public. It is composed in particular of the back office and the database of Users.
- "Service" refers to the service offered by AssessFirst that can be accessed online on the Website.
- "Website" refers to the website published by AssessFirst, which can be accessed online at the URL <https://www.assessfirst.com> and its subdomains.
- "Internet user" refers to any visitor to the Website.
- "Candidates" can be described as any physical persons using the services of AssessFirst with the intention of being hired through recruitment or within the context of in-house promotion.
- "Employers" or "Recruiters" can be described as any physical persons or legal entities who wish to recruit staff and/or assess the skills of their Candidates, but also employment professionals, who can be described as any physical persons or legal entities whose business activity is in the field of personnel recruitment, especially recruitment agencies, temporary employment agencies, companies in

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the temporary work sector, or consultancy firms for interim management or human resources.

5. PURPOSE

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

6. CONTRACTUAL DOCUMENTS

The binding contractual documents with regard to Users are:

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

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 the 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.

7. ENFORCEABILITY

Candidates may only benefit from the services provided for them on the Website subject to their acceptance of these general terms and conditions of use.

These general terms and conditions come into effect as soon as they are accepted by the Candidate 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 Candidates and Users of the existence and entry into effect of any new general terms and conditions by any means at its disposal (emails, online information, etc.).

Candidates 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.

Internet users visiting the Website are therefore invited to consult the online general terms and conditions regularly.

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

Internet users may stop using the service at any time but remain liable for any previous use.

8. TERM

The general terms and conditions of use are applicable for the entire duration the User avails of the service, in other words, from the moment of registration to the moment they unregister from the service.

9. ACCESS TO THE SERVICE

Access to the service is restricted to Users with a login ID (email address) and a password.

The creation of a personal space and the use of the services are free of charge, with the exception of access costs (e.g. Internet subscription) which remain the responsibility of the Users, this clause being subject to future review of these general terms and conditions, which would require the consent of the Users.

9.1. REGISTERING FOR THE SERVICE

To open an account and become a User, the Internet user must first register by completing the form which is available online on the Website.

The registration process for the service via the online form includes the following steps:

- **Step 1:** The Internet user must complete a registration form by filling in the necessary fields, some of which are obligatory depending on the services the Internet user selects. This information must be accurate and updated on a regular basis.
- **Step 2:** The Internet user then reads and accepts the general terms and conditions by ticking the checkbox provided for this purpose; if the Internet user does not accept the general terms and conditions of use, they must stop the registration process and leave the Website immediately.
- **Step 3:** Once the form has been correctly filled in, the Internet user validates the form and will receive an email confirming the registration at the email address provided.

Once the Internet user's registration is confirmed, the latter becomes a User of the service subject to having formally accepted these general terms and conditions.

Internet users 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 Users will be binding upon confirmation.

9.2. LOGIN ID/PASSWORD (CREDENTIALS)

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

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

Their password is strictly private and confidential.

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The User 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 User.

The User 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.

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

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

10. UNREGISTERING / CLOSING THE ACCOUNT

10.1. INITIATED BY THE USER

Users may unregister from the Website and request the deletion of their profile at any time, by requesting this directly in their Personal Space, by sending AssessFirst an email in this regard, at the email address: hello@assessfirst.com, or by any other channel indicated on the Website.

They will be unregistered from the Website within a maximum of seven (7) days from the date of this request. This will cause the automatic deletion of their Account.

10.2. INITIATED BY ASSESSFIRST

When a User has not logged in or has not used their account for a period of three (3) years, AssessFirst reserves the right to close the account, this closure being notified to the User by email at the email address the latter provided.

In the event of a breach of the obligations of these general terms and conditions of use by the User, AssessFirst reserves the right, without compensation, and eight days after sending the User an email asking them to comply with these conditions, to suspend access to the service until the cause of suspension has been rectified.

A suspension of more than thirty (30) days not addressed by the User will cause deletion of the account.

10.3. CONSEQUENCES OF CLOSING THE ACCOUNT

From the moment of deletion of the account, the User will no longer be able to recover the data and information that was collected through the service.

It is therefore the responsibility of the User to save the information that they deem useful and that they wish to keep, as AssessFirst cannot be held responsible for the deletion of this information.

11. PRESENTATION OF THE SERVICES

Users 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 employers and recruiters several types of online Questionnaires allowing them to assess a Candidate's professional character, career motivation and reasoning capacity.

The employer or recruiter will have previously provided AssessFirst with the email address of the Candidate or will have sent the Candidate a link for registering 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 employer or another recruiter.

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

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

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").

11.2.1. Skills Summary

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

11.2.2. Supplementary Reports

AssessFirst creates different types of assessment reports related to the Candidate's skills (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. DELIVERY OF REPORTS

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

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Reports are delivered to the employer's or recruiter'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.

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

11.4. MESSAGING SERVICE

AssessFirst enables employers and recruiters 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 Services.

12. ASSESSFIRST'S OBLIGATIONS

12.1. QUALITY OF SERVICE

AssessFirst strives to provide quality service. It allows Users to avail of the means of communication provided for them in the best possible conditions.

Given the nature and complexity of the Internet network, and in particular, its technical performance and response times for consulting, querying or transferring data, AssessFirst makes its best efforts to enable access and use of the service, in accordance with trade practices. In this regard, AssessFirst cannot guarantee constant accessibility or availability of the Website that enables access to the service.

AssessFirst cannot be held responsible for the proper functioning of the Users' computer equipment or their access to the Internet.

12.2. MAINTENANCE AND UPDATES

AssessFirst makes every effort to provide an efficient service to Users. It undertakes to implement the appropriate means to maintain the service under optimal operational conditions.

AssessFirst reserves the right, without notice or compensation, to temporarily close the Website platform or access to the services, to perform updates, maintenance operations, to make modifications or changes to its operational processes, to the platform or to the hours of accessibility, without this list being exhaustive.

AssessFirst will not be held liable for damages of any kind that may result from these changes and/or for the temporary unavailability of the Website's platform or related services.

AssessFirst reserves the right to supplement or modify the platform and the services that are available thereon at any time, in accordance with technological

developments, and will inform Users through any pertinent channels.

12.3. SECURITY

AssessFirst makes every effort to secure the Website, in accordance with trade practices.

Given the exponential nature of technological developments, AssessFirst cannot ensure absolute security of the Website or the absence of any vulnerabilities.

13. USER'S OBLIGATIONS

13.1. INTENDED USE

The User is responsible for their use of the service and their actions on the Website.

The User undertakes to use the Website fairly, in compliance with these general terms and conditions, by acting in a manner that is compatible with the Website and all laws and regulations in force.

The User will refrain from any illegal or fraudulent behaviour with regard to AssessFirst, other Candidates or third parties.

The User agrees not to collect information about other Users in any way, manually or automatically, in particular their email addresses, without their consent, including for the purposes of sending unsolicited prospecting emails, spam, chain mail, etc.

In general, the User undertakes to report to AssessFirst any failure or malfunction of the service that they may encounter.

13.2. SECURITY

The platform is an automated data processing system.

The User 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 and instructions 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 at the address hello@assessfirst.com so that AssessFirst can take any necessary measures.

The User is prohibited from deleting or modifying data contained on the Website's platform or from fraudulently introducing data or altering the operation of the platform in any way. They also will ensure that they will not introduce any virus, malicious code or any other harmful technology to the platform or the services it provides.

Any access to a prohibited area will be considered fraudulent access within the meaning of the provisions of the Penal Code.

The User 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 User is prohibited from carrying out any operation intended to saturate a page, rebound

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operations, or any operation which would result in hindering or distorting the operation of the platform.

The User 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 User will take the appropriate measures to ensure their own security, including the management of their credentials, which they will keep confidential, and will protect their own data and/or software from contamination by any potential viruses on the Internet.

14. TECHNICAL SUPPORT

AssessFirst provides its Users with a customer service that is capable of providing all necessary information concerning the use of the Website.

AssessFirst makes its best efforts to provide a service that can be accessed by all Users under the best possible conditions.

AssessFirst cannot guarantee absolute technical compatibility of the additional features and services it offers as part of the Service, since their proper functioning is subject to the software and hardware compatibility of the IT equipment used by the Candidates.

In the event that a User encounters difficulties in accessing and/or using any of the services offered by the website, they are provided with the option to contact customer service at any time using the online form that can be accessed on the website <https://www.assessfirst.com> or directly from their personal space.

15. INTELLECTUAL PROPERTY

15.1. ELEMENTS OF THE SERVICE

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

The website, brands, trademarks, drawings, graphics, models, images, texts, photos, logos, graphics, graphical charters, software, applications and programs, search engines, databases, sounds, videos, domain names, design or any other information or media presented by AssessFirst, without this list being exhaustive, are the exclusive property of AssessFirst and are protected by their copyrights, trademarks, patents and other intellectual or industrial property rights recognized by current legislation.

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

Accordingly, the User will refrain from any act or any action that may directly or indirectly infringe AssessFirst's intellectual property rights.

The User may not use, print or reformat the content of the platform for purposes other than those of a professional, private or family nature.

The User undertakes not to download, reproduce, transmit, sell, distribute or exploit the content of the platform or the website for commercial purposes.

The User acknowledges that the information and databases that can be accessed on the platform are the property of AssessFirst.

15.2. ELEMENTS OF THIRD PARTIES

The elements belonging to third parties, such as trademarks, designs, graphics, drawings, models, images, texts, photos and logos, without this list being exhaustive, are the exclusive property of their author and are protected as such by copyright, trademark law or any other right recognized by current legislation.

The User agrees not to infringe, either directly or indirectly, the property rights of third parties, whose content is present on the website and is prohibited from exploiting, in any way whatsoever, names, trademarks, logos, software, information, databases or any documents which are shared with the User, in a broader sense, under these general terms and conditions.

The User agrees to respect all rights of third parties, whose content is present on the Website and is prohibited from creating any association in the mind of the public for any purpose whatsoever.

To this end, the User agrees to take all necessary measures to protect said rights with respect to all third parties and, in particular, to leave as is all mentions of ownership displayed on any of the data, information, and more generally, on the elements that can be viewed on the platform or made accessible by third parties.

16. HYPERTEXT LINKS

Users of the website may set up links to this website without the express prior consent of AssessFirst.

This authorization may under no circumstances be described as an implicit agreement of affiliation.

In any event, all non-compliant links to the Website must be removed on the first request of AssessFirst.

AssessFirst reserves the right to set up links on its Website that provide access to web pages other than those of its own Website.

AssessFirst cannot be held responsible for Users of the Website accessing other resources on the Internet through links set up in the context of the Website, or for the content of information provided on these websites when such links are followed.

17. LIABILITY

AssessFirst's intervention is limited to providing the Services on its Website.

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Within the context of providing the services, AssessFirst is subject to an obligation of means.

The information provided by the Questionnaires and Reports can in no way constitute 100% automated recommendations.

The decision to hire or internally promote belongs exclusively to the employer or the recruiter and the Services are only decision-support tools and cannot be considered otherwise.

AssessFirst cannot therefore be held responsible for any use that may be made of this information and the consequences that may result from it, in particular concerning decisions made or actions taken by the User based on this information.

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

In this regard, the User remains solely responsible for the use of the information made available to them.

When the User enters into communication with an employer or a recruiter, AssessFirst cannot be held responsible for the ensuing relationship or any contracts or agreements drawn up between the User and said professionals.

In any case, AssessFirst cannot guarantee the veracity of the information provided by the Report, which is compiled from the information provided by the Users themselves.

Effectively, the results of the questionnaires depend on the Users' self-provided information and AssessFirst cannot be held responsible for any error in any data provided or for any omissions on the part of the Users.

Thus, AssessFirst can in no way be held responsible for the consequences of erroneous or incomplete information.

AssessFirst cannot be held liable in the event of fraudulent or abusive use of a User's Login ID and/or password to connect to their account, due to voluntary or involuntary disclosure of these credentials to any third party.

AssessFirst cannot be held liable for any breach of these general terms and conditions by a User, or for their actions on the Website whether or not they constitute a breach.

18. 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 Users are expressly invited to read.

19. COOKIES

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

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

20. TRACEABILITY

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

This traceability is applicable to Candidates and Users.

21. 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.

22. GOOD FAITH

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

23. SINCERITY

The Parties declare that the commitments herein are sincere.

In this regard, each Party declares that they do not possess any information which, if it had been shared with the other Party, would have changed the consent of the latter.

24. INVALIDITY

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.

25. ENTIRE AGREEMENT

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

26. 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 in conditions of reasonable

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safety 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.

27. 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.

28. 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.

29. LAW AND JURISDICTION

These general terms and conditions are governed by French law.

This applies to rules of substantive matters and procedure as governed by French law, notwithstanding the place in which the fundamental or subsidiary obligations are performed.

Any dispute concerning their interpretation, their modification or their performance will, in the absence of amicable agreement, fall under the exclusive jurisdiction of the French courts.