

General Terms and Conditions

General terms and conditions governing the use of the platform (as of April 15th, 2015 – Last updated on December 16th, 2016.).

By clicking on the “I have read and accept the Terms and Conditions” button, you acknowledge and agree to have read and be bound by these General Terms and Conditions, including the Privacy Policy.

1. Introduction

These General Terms and Conditions, including the Privacy Policy as set out hereinafter (collectively referred to hereinafter as the “**Agreement**”) are entered into by:

The employer (hereinafter the “**Employer**” or “**you**” or a “**Party**”);

And

KLIBER S.A., a *Société Anonyme* incorporated under the laws of Luxembourg and registered with the *Registre du Commerce et des Sociétés* of Luxembourg under number B 192016, whose registered office is at 11, rue des Capucins in L-1313 Luxembourg (hereinafter “**Kliber**”, “**we**” or “**us**” or a “**Party**”).

The Employer and Kliber are hereinafter together referred to as the “**Parties**”.

This Agreement governs the access and use of the Platform and of the Service, as defined below.

Kliber allows Employers to publish job offers on Kliber’s website (hereinafter the “**Platform**”) and provides them with access to prospective applicants’ profile information in the conditions set out below (hereinafter the “**Service**”), in consideration of a Fee (as defined below).

The Employer expressly acknowledges and agrees that it may only access and use the Platform and the Service in compliance with the terms of this Agreement.

By accepting this Agreement, by clicking on the “I have read and accept the Terms and Conditions” button below, you acknowledge and agree to have read and be bound by the terms and conditions of this Agreement, including the Privacy Policy which form part of the Agreement. If you do not wish to be bound by this Agreement, you may not use the Platform.

Kliber may modify the terms and conditions of this Agreement, in whole or in part, at any time.

The Employer shall be informed of any modification of this Agreement *via* an appropriate method of information, such as e-mail, and shall be deemed to have accepted any of these

modifications in the event this Employer continues accessing or using the Platform for thirty (30) days as from the date of Kliber's notification of the modification without having terminated such Agreement in the conditions set out in article 6 below.

This Agreement, as modified, shall then be applicable to the access and use of the Platform by the Employer.

If the Employer does not wish to be bound by any modification of this Agreement, the Employer undertakes to immediately stop accessing and using the Platform.

Please read this Agreement carefully prior to accessing and/or using the Platform.

2. Proprietary rights

2.1 Kliber's Intellectual Property Rights

Subject to the limited rights expressly granted to the Employer below, the Employer expressly acknowledges and agrees that Kliber holds and reserves all intellectual property rights in, to and in relation to the Platform, in particular but without limitation relating to trademarks, trade names, database rights, processes, software, patents, copyrights, designs, logos, calculations, algorithms and domain names (hereinafter "**Kliber's Intellectual Property Rights**").

The Employer is granted a limited, non-exclusive right to use Kliber's Intellectual Property Rights for the sole and exclusive purpose of accessing and using the Platform under the conditions set forth in this Agreement.

The Employer agrees that it i) may not access or use the Platform in violation of any applicable laws, or of this Agreement, ii) may not give access to its Account (as defined below) to any third party, and/or iii) may not make derivative works incorporating any of the elements of, or reverse-engineer or decompile or try to access and/or modify in any way the source codes of any software protected by Kliber's Intellectual Property Rights.

2.2 Employer Content

The Employer may post content on the Platform that may include data and/or information in text, image, audio and/or video or other format (hereinafter the "**Employer Content**").

The Employer hereby expressly warrants that it holds all necessary rights to publish, submit and/or transmit the Employer Content and that it holds all necessary rights to grant Kliber the License on Employer Content (as defined below).

The Employer grants Kliber a non-exclusive, sub-licensable, worldwide and fully paid-up license to exploit the Employer Content for the legal duration of protection of intellectual property rights, including, *inter alia*, the right to use, sell, sub-license, reproduce, display, distribute, modify, create derivative works from or integrate in any way whole or part of any such Employer Content for the purpose of providing the Service (hereinafter the "**License on Employer Content**").

Furthermore, the Employer grants Kliber a non-exclusive, sub-licensable, worldwide and free-of-charge license to use the Employer's distinctive signs, such as its trademarks, logo, corporate name, etc., (hereinafter the "**Employer Trademarks**") for the legal duration of protection of intellectual property rights, including, *inter alia*, the right to use, reproduce, display such Employer Trademarks, for the sole and exclusive purpose of providing the Service.

The Employer shall defend, indemnify and hold Kliber harmless in the event of any Claim (as defined below) arising out of or related in any way to Kliber's use of the Employer Content or Employer Trademarks as set out above, or to the Employer Content or to the Employer Trademarks.

3. Data protection

The Employer expressly acknowledges and agrees that it has read and accepts the privacy Policy available hereinafter that is incorporated herein by reference and that as such, forms part of this Agreement.

4. Account creation and Security

In order to access and use the Platform, the Employer must register to said Platform by creating an account (hereinafter an "**Account**") that will be protected by a personal username and password (hereinafter the "**User ID**").

In order to create an Account and use the Platform, the Employer agrees to provide true, accurate, up-to-date and complete information during the registration process, and to notify Kliber immediately of any changes thereof, in order for the registration data to be truthful, accurate, complete and up-to-date at all times.

The Employer acknowledges that its Account is strictly personal and that it may not create more than one Account in order to access and/or use the Platform, either with the same User ID or with a different User ID.

The Employer is responsible for all access and use of the Platform made *via* its User ID, and is responsible for taking all appropriate measures to keep its User ID confidential.

Furthermore, the Employer undertakes to take all appropriate measures to prevent harmful agents or components from entering its systems and to prevent any unauthorized or unlawful or infringing access or use of the Platform through its User ID.

5. Use of the Platform

The Employer acknowledges and agrees that while the purpose of the Platform is to provide the Users (it being noted that in this Agreement, "**Users**" mean any person that accesses and/or uses the Platform, at the exclusion of the Employers) and Employers respectively with information regarding job opportunities and prospective applicants' profile information,

Kliber does not exercise any control or command of any nature on the information disseminated *via* the Platform, including the Employer Content and on the User Content (it being noted that “**User Content**” means in this Agreement any content, information or data published on the Platform by Users) (hereinafter the “**Platform Content**”) and as such:

- Has no obligation, nor does Kliber agree to conduct any systematic screening, verification, modification, filtering or deletion of any nature or more generally, to conduct any kind of active action that may have an impact on the Platform Content;
- May not be held liable for any use of the Platform Content by the Employer or as regards the content, accuracy, correctness, completeness, reliability or availability of the Platform Content.

The Employer is solely responsible for its Employer Content.

The Employer may not i) use the Platform for any illegal (either under Luxembourg law or the law applicable to the Employer) or unauthorized purposes or, ii) access and use the Platform in order to build and/or make available in any way any similar or competitive Services, and/or iii) use the Platform to create, store or disseminate infringing or otherwise unlawful Employer Content (either under Luxembourg law or the law applicable to the Employer) or Employer Content that is in any way defamatory or libelous, obscene, offensive, either racially or otherwise, sexually explicit, threatening, hateful or Employer Content that violates third-party rights such as their right to privacy or their intellectual property right.

In particular, while posting job offers, the Employer undertakes not to disseminate any Employer Content related to or promoting in any way illegal, illicit or immoral activities (for example, but without this list being limitative, the Employer may not post job offers related to prostitution, pornography, use of firearms, religious propaganda, drug trafficking, racism, discrimination, terrorism, etc.).

In the event Kliber is notified by any Employer of Platform Content that is published on the Platform in breach of this Agreement, and in particular of this article 5, Kliber may, if such Platform Content is clearly published in breach of this Agreement and at its discretion, remove such Platform Content immediately and without notice, upon receipt of the information below, and in the conditions that follow.

Any Employer may notify Kliber of Platform Content that is published on the Platform in breach of this Agreement at the following e-mail address: info@kliberapp.com (hereinafter the “**Notification**”).

In order for a Notification to be analyzed by Kliber, the Employer shall provide Kliber with the following information:

- Its contact details (User ID, if any, name of company, name, first name, telephone number, e-mail address);
- The URL link of the Platform Content that is deemed published in breach of this Agreement or at least, a description of where the Platform Content concerned is located on the website Platform;

- A description of the Platform Content that is deemed published in breach of this Agreement;
- A description of the reason why the Platform Content is deemed published in breach of this Agreement.

Kliber shall then analyze any complete Notification and take any action it sees fit as regards the Platform Content as flagged in such Notification

6. Payment Terms

The Employer shall pay Kliber the fees set out in Kliber's pricing conditions available at: kliberapp.com/pricing (hereinafter the "**Pricing Conditions**") in order to access the Platform and publish job offers (hereinafter the "**Fee**").

All amounts specified in the Pricing Conditions are given in EUROS and are exclusive of VAT.

The Employer acknowledges and agrees that Kliber may modify the Pricing Conditions and the Fees at any time. Notwithstanding the foregoing, the Fee due by the Employer shall be the one as agreed upon at the time of acquiring the Service.

- **Trial Offer option**

In order to acquire the "Trial Offer" option, the Employer shall pay Kliber the amount specified in the Pricing Conditions.

The Employer acknowledges that it is entitled to acquire the Trial Offer option only once and that this option is only accessible to any Employer that has never published any offers on Kliber yet.

Within the context of the Trial Offer option, the Employer shall be entitled to publish only one (1) job offer.

The Employer agrees that the job offer shall be automatically removed from the Platform thirty (30) days after the day of its first publication on the Platform.

The Employer acknowledges that to continue accessing or using the Platform after the expiration of the Trial Offer, it shall opt for a subscription option, as detailed in the Pricing Conditions.

- **Start-up subscription option**

In order to acquire the "Start-up" subscription option, the Employer shall comply with the company size as mentioned in the Pricing Conditions and shall pay Kliber the amount specified in the Pricing Conditions (hereinafter the "**Start-up Fee**").

The Start-up subscription shall start running as from the date of payment by the Employer of the Start-up Fee and expire at the first anniversary of this date of payment (the “**Start-up One-Year Period**”).

Within the context of the Start-up subscription option, the Employer shall be entitled to publish up to three (3) job offers at any time during the Start-up One-Year Period.

The Employer acknowledges that to continue accessing or using the Platform after the Start-up One-Year Period, it shall renew the Start-up subscription or opt for another subscription option.

The Employer agrees that if it does not renew the Start-up subscription or opt for another subscription option, its access to the Platform shall be revoked and each job offer shall be automatically removed from the Platform, as from the first day after the last day of the Start-up One-Year Period.

- **Mid-sized Company subscription option**

In order to acquire the “Mid-sized Company” subscription option, the Employer shall comply with the company size as mentioned in the Pricing Conditions and shall pay Kliber the amount specified in the Pricing Conditions (hereinafter the “**Mid-sized Company Fee**”).

The Mid-sized Company subscription shall start running as from the date of payment by the Employer of the Mid-sized Company Fee and expire at the first anniversary of this date of payment (the “**Mid-sized Company One-Year Period**”).

Within the context of the Mid-sized Company subscription option, the Employer shall be entitled to publish up to fifteen (15) job offers at any time during the Mid-sized Company One-Year Period.

The Employer acknowledges that to continue accessing or using the Platform after the Mid-sized Company One-Year Period, it shall renew the Mid-sized Company subscription or opt for another subscription option.

The Employer agrees that if it does not renew the Mid-sized Company subscription or opt for another subscription option, its access to the Platform shall be revoked and each job offer shall be automatically removed from the Platform, as from the first day after the last day of the Mid-sized Company One-Year Period.

- **Enterprise subscription option**

In order to acquire the “Enterprise” subscription option, the Employer shall comply with the company size as mentioned in the Pricing Conditions and shall pay Kliber the amount specified in the Pricing Conditions (hereinafter the “**Enterprise Fee**”).

The Enterprise subscription shall start running as from the date of payment by the Employer of the Enterprise Fee and expire at the first anniversary of this date of payment (the “**Enterprise One-Year Period**”).

Within the context of the Enterprise subscription option, the Employer shall be entitled to publish an unlimited number of job offers at any time during the Enterprise One-Year Period.

The Employer acknowledges that to continue accessing or using the Platform after the Enterprise One-Year Period, it shall renew the Enterprise subscription or opt for another subscription option.

The Employer agrees that if it does not renew the Enterprise subscription or opt for another subscription option, its access to the Platform shall be revoked and each job offer shall be automatically removed from the Platform, as from the first day after the last day of the Enterprise One-Year Period.

- **Partnerships**

If you are interested in entering into a partnership with Kliber, please contact Kliber's sales team at the following address: info@kliberapp.com

7. Term and termination

This Agreement shall stay in force for an indefinite period as from the date of creation of an Account by the Employer.

The Employer may terminate this Agreement, immediately, without reason and without recourse to the courts, by deleting its Account.

Kliber shall be entitled to temporarily suspend the Employer's Account or terminate this Agreement with immediate effect and without recourse to the courts and as such, to permanently delete the Employer Content and/or the Employer's Account and as such, prohibit the Employer from accessing and using the Platform in the event the Employer breaches this Agreement and does not cure such material breach within fifteen (15) days as from the date of notification of the breach by Kliber.

In the event of material breach of this Agreement, Kliber shall be entitled to suspend the Employer's Account, remove the concerned Employer Content or terminate this Agreement with immediate effect as from the date of notification of such breach by Kliber to the Employer, without any notice whatsoever (including without any cure period), either express or implied, and without recourse to the courts and as such, to permanently delete the Employer Content and/or the Employer's Account and as such, prohibit the Employer from accessing and using the Platform.

The Employer expressly acknowledges and agrees that any violation by the Employer of Kliber's Intellectual Property Rights, any infringement by the Employer of the rights of any third party while accessing and/or using the Platform, or any dissemination of Employer Content that is related to or promotes illegal, illicit or immoral activities shall constitute a material breach of this Agreement.

In the event of termination for any reason, the Employer acknowledges that Kliber will be entitled to delete its Account and any Employer Content and that as such, the Employer may no longer access the Platform or any Platform Content.

The Employer acknowledges that in this event, Kliber shall have no obligation whatsoever to provide the Employer with a copy of any data, including the Platform Content or the Employer Content that may no longer be accessible to the Employer as a result of the termination of this Agreement.

8. Warranties, liability and limitations

8.1 Kliber's warranties and disclaimer

Kliber warrants that it has the power and authority to enter into this Agreement.

The Platform is made available on an "as is" basis.

Kliber does not warrant that it will operate error-free or in an uninterrupted manner or that the Platform Content shall meet the Employer's requirements or expectations or that it will fit any particular purpose.

In particular and as regards the Service provided *via* the Platform, the Employer expressly acknowledges and agrees that Kliber does not provide any warranty as regards any Employer successfully recruiting an employee *via* the Platform.

8.2 Employer's warranties and disclaimer

The Employer warrants that it has the power and authority to enter into this Agreement.

8.3 Liability and limitations

The Employer is solely responsible for obtaining, installing, maintaining and operating all adequate software (such as an internet browser), hardware (such as a computer) or other equipment (such as obtaining an internet connection), necessary to access and use the Platform.

The Employer acknowledges that the Internet is not a stable or secure environment. As such, Kliber may not be held liable for any defects or delays in the access or use of the Platform arising as a result of any problem associated with the Internet.

Notwithstanding article 5 above, in no event shall Kliber be liable towards the Employer for any indirect damage, in particular, but not limited to, damages resulting from the loss of data or loss of profits arising under or in connection with this Agreement, or from or in connection with the use of the Platform.

9. Indemnification

Notwithstanding article 2.2 above, the Employer agrees to defend, indemnify, and hold Kliber and its managers, affiliates and/or employees, harmless from and against all claims, suits,

proceedings, losses, liabilities, damages, costs and expenses (including without limitation any legal fees) (hereinafter the “**Claims**”) made against or incurred by Kliber arising out of the Employer’s access and/or use of the Platform, of the Services or of the Platform Content if such access or use is made in breach of the Employer’s obligations under this Agreement, or in violation of any applicable laws or any third party’s rights, including intellectual right to privacy and property rights.

In the event Kliber receives any Claim from a third party as specified above, Kliber reserves the right to discontinue the Employer’s access to the Platform, block the Employer’s access to its Account and/or delete all or part of the Employer Content within five (5) days from receipt of notice by Kliber of the existence of the Claim.

The Employer acknowledges that any payments of the Fee made by the Employer shall not be reimbursed by Kliber in case of its bankruptcy (*faillite*), insolvency, winding-up, liquidation, moratorium, controlled management (*gestion contrôlée*), suspension of payment (*sursis de paiement*), voluntary arrangement with creditors (*concordat préventif de la faillite*), fraudulent conveyance or general settlement with creditors.

10. Miscellaneous

Applicable Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the Grand-Duchy of Luxembourg.

The courts of the judicial district of Luxembourg-City shall have exclusive jurisdiction in relation to any dispute arising out of or in relation with this Agreement.

Assignment. Kliber may assign, transfer or otherwise dispose of any of its rights or obligations under the Agreement to a third party.

No Agency. The Parties are independent contractors. Nothing in this Agreement shall be construed as creating any relationship of any sort between the Parties other than the one expressly provided by this Agreement, including without limitation any sort of partnership, joint venture, agency, or employment relationship.

Survival. Notwithstanding the termination of this Agreement for any reason, Articles 2 – Proprietary Rights, 3 – Data protection, 6 – Term and termination, 7 – Warranties, liability and limitations, 8 – Indemnification, and 9 – Miscellaneous of this Agreement shall continue in full force and effect following such termination.

Notices. All notices, demands and requests of the Employer to Kliber shall be made at the following address: info@kliberapp.com

All notices, demands and requests of Kliber to the Employer will be deemed given when sent by e-mail to the Employer’s e-mail address as specified by such Employer in its Account information.

Privacy Policy

1. INTRODUCTION

The terms and conditions of this privacy policy (hereinafter the “**Privacy Policy**”) apply to the Service that the Users and the Employers may subscribe to under the conditions set out in Kliber’s General Terms and Conditions (available above or at: <http://www.kliberapp.com> and <http://www.recruiter.kliberapp.com>) (hereinafter the “**Terms and Conditions**”).

In this Privacy Policy, the Users and Employers (as well as any natural person acting for, or on behalf of the Employers, personal data on whom are collected by Kliber in the conditions set out below) shall be collectively referred to as the “**Data Subjects**”.

Notwithstanding the foregoing, in this Privacy Policy, all capitalized terms shall have the same meaning as set forth in the Terms and Conditions, unless otherwise stated.

For the purpose of providing the Service, Kliber collects personal data within the following conditions.

The Data Subjects expressly agree that they have read this Privacy Policy carefully, that they have understood its meaning and are thus perfectly informed of and expressly accept its content.

2. DATA COLLECTED

When the Data Subjects create an Account in order to access the Platform and use the Service, Kliber asks the Data Subjects to provide, *inter alia*:

- Contact information such as name, first name, telephone number, e-mail address, company name of the Employer, etc.;
- Social network contact details;
- Information regarding a User’s professional background, such as its educational history, employment history, languages, etc.;
- Various information regarding a User, such as its publications, hobbies, etc.;
- When the Employers acquire the Service, additional information, such as billing information and address.

Kliber may also collect personal data of users surfing on Kliber’s website, such as these users’ IP addresses or information regarding the Users’ mobile device. For the purpose of this Privacy Policy, it is understood that such users are referred to as “Data Subjects” when relevant.

In this Privacy Policy, the personal data as mentioned above are referred to as the “**Personal Data**”.

3. USE OF DATA

3.1 Purpose

Kliber uses the personal data collected for the following purposes:

- Identification and authentication of the Data Subjects when such Data Subjects access their Account;
- Providing the Service to the Data Subjects, e.g., providing Employers that are interested in contacting certain Users with information related to said Users;
- Billing purposes;
- Improving the quality of the Service provided;
- Market research purposes, e.g., measurements of traffic and usage trends;
- Marketing and advertising purposes in the conditions set out in Article 5 below.

Kliber’s Service may provide URL links towards third-party websites. Kliber is not responsible for the manner in which these third-party websites handle any personal data that may be disclosed to them. The Data Subjects are invited to refer to the appropriate third-party website’s privacy policy in order to verify how their personal data are used by such third-party website.

3.2 Transfers of data

The Data Subjects’ Personal Data will not be shared with third parties, except as provided below.

Kliber may resort to data processors that are located inside or outside the territory of the Grand-Duchy of Luxembourg but within the European Union for Service optimization purposes (e.g., for IT outsourcing purposes).

For the purpose of providing the Service, Kliber may disclose certain Personal Data related to Users that apply for a position with a given Employer to such Employer.

The User’s Personal Data as mentioned above shall only be disclosed to the Employer on a limited basis initially (i.e., educational history, professional background, name, date of birth, video presentation, if any).

Additional Personal Data related to the User may then only be disclosed to the Employer upon express consent of such User (i.e., telephone number, e-mail address, social networks contact details).

The User is informed that certain Employers may be located outside the territory of the Grand-Duchy of Luxembourg and in countries that do not offer a level of protection equivalent to the one granted in the European Union.

The User expressly consents to Kliber sharing its Personal Data in the conditions set out above with such Employers located abroad.

4. COOKIES

Cookies are small amounts of data sent on the Data Subjects' and any Kliber website user's browser and stored on their hard drive that may not allow identification of the party receiving the cookies, unless such party has already provided Kliber with personal information allowing such identification, e.g., by creating an Account.

Kliber uses cookies in order to provide the Data Subjects with a tailored experience while using the Platform.

In this regard, Kliber uses:

- Session cookies that enable Kliber to process and memorize the Data Subjects' transactions and requests during a given session on their Account. These cookies are necessary in order to use the Service;
- Persistent cookies that enable Kliber to remember the Data Subjects' information in order to provide easier and more convenient access to the Service, tailored information, web content and promotional messages to the Data Subjects, and that are used for market research purposes.

Kliber warrants that any information collected *via* these cookies will not be shared by Kliber with any third party, except, as the case may be, with data processors as mentioned in article 3.2 for the purpose of providing the Service.

The Data Subjects or any user of Kliber's website may set their browser parameters in order to select the types of cookies they wish to receive or not receive from Kliber.

5. MARKETING PREFERENCES

Kliber may use the Data Subjects' Personal Data to contact the Data Subjects to discuss the Service they have subscribed to or to send the Data Subjects information concerning Kliber and/or the Service and/or promotional activities *via* newsletters, messages, calls and letters to the e-mail address, telephone number or postal address provided by the Data Subjects.

By accepting this Privacy Policy, the Data Subjects thus expressly accept that Kliber uses the e-mail address, telephone number or postal address provided by the Data Subjects in order to contact the Data Subjects for the purposes above.

Except as mentioned in this Privacy Policy, Kliber does not use the Data Subjects' Personal Data for any other kind of marketing or promotional purposes.

The Data Subjects may opt out of being contacted by Kliber at any time by using the opt-out link provided in any newsletter sent to the Data Subjects or by contacting Kliber in this regard at the following e-mail address: info@kliberapp.com.

6. RIGHTS OF THE DATA SUBJECTS

The Data Subjects can update or correct any of their Personal Data at any time by logging into their Account and by editing their personal information *via* the "settings" menu.

The Data Subjects are entitled to request Kliber to provide the Data Subjects, free of charge, with a list of all of the Data Subjects' Personal Data stored by Kliber by sending an e-mail in this regard to the following e-mail address: info@kliberapp.com.

Kliber undertakes to provide the Data Subjects with such list within a reasonable timeframe.

7. HOW TO CONTACT US

The Data Subjects can contact Kliber for any questions concerning this Privacy Policy at info@kliberapp.com or by postal mail at KLIBER S.A. -11, rue des Capucins L-1313 Luxembourg.

8. MISCELLANEOUS

This Privacy Policy shall be governed and construed in accordance with the laws of the Grand-Duchy of Luxembourg. The courts of the judicial district of Luxembourg-City have exclusive jurisdiction in relation to any dispute arising out of or in relation with this Privacy Policy.