

GENERAL CONDITIONS OF APPLICATION USE

Art. 1 Validity of the general conditions

- 1.1 The company Employerland (hereon Employerland), P.iva 12653871009 e Rea 1391431 with legal offices in Rome, Italy in via Della Vittoria n°34, Offers an application for mobile devices, which enables contact between registered Users, who could have a work profile and adequate skills, and entrepreneurial entities, businesses and commercial societies (hereon partner) who interact via the app.
- 1.2 The use of the Application and the services offered is regulated based on these GENERAL CONDITIONS OF USE by using the application you accept the following conditions.

Art. 2 Registration and Use of the Application

- **2.1** By registering on the "Pre-Registration" page at www.employerland.it the partner confirms the validity of all information inserted.
- **2.2** The registration form found on the "Pre-Registration" page of www.employerland.it allows the partner to pre-register their company. To complete the registration process they will be asked a series of questions (e.g. company logo) referring to their company and its general characteristics as well as other informative material such as test and video with the aim of creating their public profile within the app. It will be Employerland's job, within the following 2 working days, to contact the partner using the contact info entered in the registration form to ask for above mentioned documents.

The email address provided by the partner will be that used Employer-land for all communication relating to the use of the app. The partner accepts the validity of such communications for the purposes of the regulation of the relationship, in addition to the obligation of checking the afore-mentioned channels.

- **2.3** All the operations effected through the mail and the accounts used by the User gives the automatic attribution to the same of the conducted operations and the effected activities, without exception whatsoever.
- **2.4** The User is the sole and exclusive person responsible for the use and the safety of their mail and accounts, also for the activities carried out through their use. The User is aware that, in order to regulate access to the service, their own authentication is exclusively requested for verification of their mail and the accounts used by them.
- **2.5** The User is therefore responsible for any damages or injury which might arise, at the expense of Employerland or third parties, as a result of incorrect use, loss, theft and / or compromise of the confidentiality of the email account and other accounts used. Employerland cannot in any way be held liable for any damages arising from the non-compliance with this article.

Art. 3 Services offered

3.1, The Partner can make visible to private users, who have downloaded the application onto their mobile devices and have registered, their profile with general information The data of the enterprises and businesses that interact with the application, such as the name and brand, the turnover, the sector, the number of employees, contact information and , if any, links to social networks will be made available to Users, with purpose built navigable graphics. There will also be photos, videos and other documents relating to the characteristics of their

entrepreneurial activity, work environment, the qualifications and skills required to work as part of the company structure.

Art. 4 Terms and Duration of Agreement

4.1 The services offered in Art. 3, are granted by Employerland to the partner free of charge. It is understood that this possibility is offered by Employerland in order that the partner can test the quality of the application and services offered and that nothing will be due by the partner to Employerland in the implementation of this agreement. This agreement has no expiration date. The Company/Partner is authorized to edit any information or cancel the account anytime.

Art. 5 Authorization

5.1 The partner authorizes Employerland to use the company trademark and logos, text, video, and all of the material transmitted for the purposes which the application was created and is used by the partner itself. In addition Employerland may disseminate the name, the company logo and other public information about the partners, by means of communications via e-mail, Facebook, and other social network channels and web, for the sole purpose of informing the public of the potential of the application, the presence of the partners and initiatives implemented by them. Employerland ensures that the use of this information complies with the objective of the application and the principles of fairness and good faith.

Art. 6 Employerland's Responsibilities

- **6.1** Employerland does not function in any way as an Employment agency or intermediary, but is limited to put at the disposal of the partners an application to publish and distribute their own image and products, in addition to facilitating mutual understanding and a meeting with those who might have a job profile and skills appropriate to the business activities of the partners.
- **6.2** Employerland is, therefore, not in any way responsible for any further interaction that may arise between the partners and users of the application, which are private and reserved relationships, over which Employerland can have no control. Employerland is therefore not in any way responsible for any communications, training activities, meetings, negotiations, stipulations of contracts or collaborative relationships that take place between the parties, activities in which Employerland plays no role.

Art. 7 The Partners Responsibilities

- **7.1** The Partner is soley and directly responsible for the data, information, and all of the material transmitted, loaded and distributed by the application. In addition, the partner ensures that the publication of such material does not violate, either in whole or in part, third party rights, thus safeguarding Employerland from all damages and expenses that could befall them as a result.
- **7.2** The Partner declares and guarantees that the information and material that will be uploaded via the application is not illegal and does not contain material, data, or information which is illegal, i.e content that is immoral, or that disturbs public order, nor with content that is obscene, defamatory, abusive or content type of discriminatory or of an offensive towards religions, races, gender, nationalities, and, more generally, content that may be deemed to offensive third parties.

- **7.3** The texts, photos, videos, and any other material received will be loaded on the application as they were transmitted by the partner. Employerland is not obliged to make any checks of the information and the material loaded and nothing can be blamed in case these violate the law in any way. In the case of information and material transmitted in a format that is not compatible with the application, Employerland will be able to carry out on their own behalf the appropriate modifications or ask the Partner to resend the material in a compatible format.
- **7.4** Employerland does not ensure backup copies of data and material loaded via the application. In the case of interruption of either the rapport or of the use of the application, Employerland will erase any information and material referable to the partner stored in their own systems.
- **7.5** Employerland reserves the absolute right to remove at any time the texts, photos, and any other material that is loaded by the partner, in the event of such material is not considered appropriate and in line with the standards of acceptability or if they violate the rights of third parties.

Art. 8 The Partner's Behaviour

8.1 The Partner agrees to maintain a strict approach of correctness and veracity, with regard to the information about their company profile. In particular, they undertake to use the data and the curriculum that could be received from registered users only for the purposes for which the application was created, avoiding use that is purely commercial or advertising. In the event of a serious and flagrant violation of these rules, Employerland reserves the right to suspend the offending Partner's profile.

Art. 9 Modifications to the Terms and Conditions of Use

9.1 Employerland reserves the right to modify the application and all the data contained therein, the politics and the present Terms and Conditions of Use of the Application at any moment. The User will be subject to the politics and to the Terms and Conditions of Use valid at the time. In the event of a change in the present Terms and Conditions of Use reasonable notice will be given to the partner, who will have the possibility to withdraw from the contract. The partners will be subject to the policies and the terms of the Terms and Conditions of Use from time to time in force.

Art. 10 Functionality of the application

- 10.1 The application is made available to the Users as and when it is available. Employerland does not give guarantees neither expressed nor implicit on its efficacy and on the contents, materials, and information or included services. Furthermore, access to the application could be occasionally suspended or temporarily limited in order to perform necessary works of maintenance, repairing or updating with new services and products. Employerland will see that the frequency and the duration of such suspensions and / or limitations are minimal. Employerland does not guarantee that the application is exempt of virus or other components potentially dangerous to Users' devices. The User accepts therefore that the use of the application is at their own risk.
- **10.2** The partner acknowledges that the application is allocated on servers maintained by third parties and so therefore its features may

be suspended for reasons relating to the service provider of hosting, such as malfunctions, updates, force majeure, acts contrary to law and public order, for which Employerland assumes no responsibility. In addition, the use and functionality of the application by private users, may be limited due to functionality, constraints or issues related to marketplace of reference, for which Employerland is in no way responsible.

- **10.3** Employerland reserves the exclusive right to cancel those registrations that it does not consider reliable and credible, without the User being able to raise any sort of protest.
- **10.4** Employerland will not be held responsible for any delay or any non-fulfilment to the obligations foreseen by the present general conditions. Employerland will also not be held responsible for possible damages, losses, loss of profits, expenses or any other form of damage connected to or following the use of the application by the Users.

Art. 11 Propriety rights

- **11.1** The society Employerland Srl has the exclusive ownership of the application named Employerland and of all its functionality or supplementary and connected services. The same society is also the holder of all the rights of economic exploitation of the application and its functionality.
- **11.2** Employerland allows access to the application for the sole purposes for which it was created and forbids its copying or modification even in part without expressed written consent from Employerland.
- **11.3** It is therefore forbidden to use the application for commercial purposes, in all or in part, with any present and future means, in any shape and way, of the above-mentioned application, data, of the published material and other contents, without written consent from Employerland.

Art. 12 Privacy Policy

12.1 All parties declare that they agree to the processing of their corporate data for the purposes indicated in this agreement, and for the execution of the same. In addition, all parties shall ensure the confidentiality of their data, business strategies, know-how and sensitive information is not made public and communicated for the purposes of the execution of this contract.

Art. 13 Place of Jurisdiction

13.1 Jurisdiction for all disputes concerning the interpretation, execution and enforcement of this contract and these terms, will lie unswervingly with the Court of Rome.

For the purposes of articles . 1341 and 1342 Italian Civil law , you specifically approve the following clauses:

- Art. 1 Validity of the general conditions
- Art. 4 Terms and Duration of Agreement
- Art. 5 Authorization
- Art. 6 Employerland's Responsibilities
- Art. 7 The Partners Responsibilities
- Art. 8 The Partner's Behavior
- Art. 9 Modifications to the Terms and Conditions of Use
- Art. 10 Functionality of the Application
- Art. 13 Place of Jurisdiction