

GENERAL CONDITIONS OF USE OF APPLICATION

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 Offer 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 who interact via the App. The interaction takes place via a purpose made interface browsable from mobile devices and through specific quiz challenges or games of ability (corporate competitions) that can be activated by the corporate entities that use the app.
- 1.2** The data will be stored on the servers at:

**TecnoRail / Aruba S.p.a., P. IVA 01573850516,
with official premises at 52011 Bibbiena (AR) Località Palazzetto n. 4**

The owner of the held data is Mr. **Gabriele Lizzani**

The treatment of data will be made using computer equipment owned by the owner and operators employed by him.

The treatment is aimed at the provision of the services requested, the development of statistics on the use of the services themselves and to send promotional information (where this has been specifically authorized), both digitally and physically.

At any time you will be able to request the verification, the cancellation, the modification of your own data, or to receive the list of those responsible for its treatment, free of charge by writing an e-mail to

privacy@employerland.it

In addition to adhering to all the obligations laid down by the Italian Law legislation. 196/2003, we will make sure the maximum attention is paid to the protection of the data from fraudulent login and to the immediate cancellation from our lists as a result of a request to do so.

- 1.3** 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 To use the application it is necessary to download it from the appropriate marketplace and install it on your device. This procedure is enough to use the basic functions, whereas to participate in the Business Competitions and more in general promotions organized by the corporate entities that use the application, the User should register with either their email address, Facebook or LinkedIn. As part of this procedure it is necessary for the User to compile various fields of their profile, these can be filled in automatically with the personal information on their Facebook and/or LinkedIn profiles. Successively the User can always integrate their personal and professional profile entering additional information related to their C.V and their career.

2.2 The User's email address and Facebook and LinkedIn accounts will be those used by Employerland for all the communications inherent to the use of the application, their personal profile and the services offered. The User accepts the validity of these communications for the purpose of regulating the relationship as well as being obliged to check 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 exceptions 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.

2.6 The use of the application and registration of the same is only permitted to Users who are over sixteen years old.

Art. 3 Services offered

3.1, The data of 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.

3.2 Registered Users can participate in specific initiatives, which will enable them to compete by means of games of skill or quizzes relating to the entrepreneurial and business entities that have activated these business challenges based on their company structure, the products marketed, strategies and other related information. The organizer of the initiative will be able to view all profiles of the participants, their curriculum and the statistics of the challenge that Users have joined. In addition, the organizer may, at their own discretion, propose initiatives, training or benefits of various kinds to Users who total the best scores and possess the adequate job profiles or specific skills.

3.3 For the participation in the challenges and in general corporate initiatives, the application will prompt Users to enter certain information to their profile, if it is incomplete. Challenges and other initiatives are enabled and managed by the organizer in full autonomy and the ability to select participants or propose activities, initiatives or benefits is at the sole discretion of the organizer, who will apply the selection criteria they deem more appropriate.

3.4 Registered Users can also participate in specific business games that will allow them to challenge themselves using games skill related to the characteristics and quality of products sold or distributed by the company that have activated the game. The organizer of the game can offer, at their sole discretion and in the manner of their choosing, awards or benefits to participants.

3.5 Users, even those non-registered, can also participate and challenge others on generic content, organized directly by Employerland, on general knowledge subjects such as art, geography and sports.

3.6 The User, via their profile, can view the statistics related to their progress in the competitions and games in which they have participated.

Art. 4 Employerland's responsibility

4.1 Employerland does not perform the functions of an agency or intermediary, but simply provides an application to facilitate the meeting of registered Users, who may have a job profile and appropriate skills compatible entrepreneurial entities and businesses operating in certain economic sectors.

4.2 Employerland is therefore not in any way responsible for any rapport that is established between the User and the business and commercial entities that interact with the application, being relationships that are private and confidential over which Employerland cannot exercise any control. Employerland is furthermore not in any way responsible, nor can it give any guarantee, regarding any communications, training, meetings, negotiations, contractual agreements or working relationships that take place between the parties.

Art. 5 User's responsibility

5.1 The User is solely and directly responsible for their own personal data, the information and all the material uploaded and made public through the application. In addition, the User must ensure that its publication does not violate, either in whole or in part, the rights of third parties, safeguarding Employerland from all damages and expenses that could be incurred from any violations of this point.

5.2 The User declares and guarantees that any uploaded material and information is not illegal and does not contain material, data and or illegal information, deemed either against the morals, good custom and public order, neither with obscene, defamatory, abusive content or content of discriminating or offensive nature in relation to the

religion, race, sexual orientation, nationality and, more in general, content that could be deemed offensive by third parties.

5.3 The texts, photos and any other material received will be loaded onto the application automatically, as it has been uploaded. Employerland is not obliged, in any case, to make any checks on the information and the uploaded material and cannot be held liable in the case these violate the law in any way.

5.4 Employerland reserves the undisputable right to remove at any moment texts, photos and any another material uploaded by the User, if such material is not considered adequate and in line with the standards of acceptability or in case the rights of third parties are violated, as well as reserving the right to suspend or cancel without any notice the account and the personal profile of the offending User.

Art 6 Interaction between the parties

6.1 The registered Users are solely and exclusively responsible for the communications and interactions with the entrepreneurial and commercial entities that interact through the application, and any other future interactions. 6.2 The User agrees to maintain decorum based on correctness and veracity, especially regarding the information entered in their personal profile. In case of violation of these rules Employerland reserves all actions set out in paragraph 5.4.

Art 7 Interruption of the service and cancellation of data

In any moment the User will be able to modify their personal profile or delete the application from their device. With the annulment of the application, Employerland guarantees the interruption of the use of any data and other information related to the User that the User may have uploaded via the application.

Art. 8 Modifications of the General Conditions

Employerland reserves the right to modify the site and all the data contained therein, the politics and the present General Conditions of Use of the Application at any moment. The User will be subject to the politics and to the terms of the General Conditions valid at the time.

Art. 9 Functionality of the application

9.1 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.

9.2 The use and the proper running of the application may, on times, be limited due to functionality, blocks or problems related to the marketplace of reference or to the rates of the Users own data plan, causes for which Employerland is not in any way responsible .

9.3 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.

9.4 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.10 Propriety rights

10.1 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.

10.1 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.

10.2 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.

Privacy Policy

1.1 Employerland will proceed with the treatment of the personal data of the Users with respect to the Italian Legislative Decree No 196 of June 30 2003 (c.d. Code referring to the protection of personal data).

1.2 The Users are informed and agree to the fact that during the registration procedure via Facebook and LinkedIn, the application will be able to copy automatically the essential data of their account. Registered Users are also informed and agree to the fact that their profile and the information contained therein will be visible to the entrepreneurial and commercial entities that interact through the application, who will be able to contact the User directly to propose certain activities and initiatives.

1.3 The User also agrees to the use of their own contact, mail and account data, for the dispatch of communications or automatic notifications from Employerland related to information about the functions of the application and the active challenges and games.

1.4 In any case, the registration of any personal data of the User will be preceded by an appropriate informative notification and, where necessary, by the acquisition of the expressed consent of the interested party. The User will be able to modify in any time their own profile, giving again consent to its treatment. The User will be able to contact Employerland at any moment to have information or to ask for the cancellation of their own data.