

These general terms and conditions of use (hereinafter the "**Terms and Conditions**") govern the use of the website <http://www.assessfirst.com/> and all its sub-domains (hereinafter collectively the "**Site**") whose Services are provided by AssessFirst, a simplified joint-stock company, registered in the Paris Trade and Companies Register under number RCS 443 179 684, with its registered office at 10, rue de la Paix, 75002 Paris, France (hereinafter "**AssessFirst**").

1. PREAMBLE

The Services available via the Site enable Employers or Recruitment Professionals to assess the personality, motivations and professional reasoning of Individuals by means of Questionnaires drawn up by AssessFirst, on the one hand, and Individuals to gain a deeper understanding of their own personality in order, in particular, to optimise their employability and to share the Reports generated in the context of the Services with Customers with a view to recruitment and/or promotion, on the other.

The Site also enables Individuals and Customers to be put in contact, with AssessFirst acting as an intermediary operating simultaneously for the benefit of the Individuals and Customers.

The Services available on the Site are detailed in the documentation made publicly available to any User on the Site. The User acknowledges that he has been able to request and obtain all necessary information relating to the Services, and that he has been sufficiently informed to freely express his acceptance of these Terms and Conditions.

Any use of the Services is reserved exclusively for Users registered on the Site and is subject by operation of law to the provisions of these Terms and Conditions, which apply even where registration has not been finalised and/or where it is granted on a temporary basis as part of a commercial demonstration.

Any User who does not accept these Terms and Conditions may not access the Services.

2. DEFINITIONS

The terms defined below shall have the following meaning between the Parties:

"Administrator(s)" means any natural person appointed by the Customer and acting on its behalf who uses AssessFirst Services via an Administrator Account to administer the various Customer Accounts.

"Administrator Account(s)" refers to the Administrator's account on the Site.

"Attract Platform" means the sub-domain of the Site owned by AssessFirst, which has been integrated into the Customer's Career Site or to which the Individual is redirected from the Customer's Career Site.

"Career Site" means the website owned by the Customer on which the Customer's job vacancies are published and on which the Attract Platform has been integrated or which contains a redirect link to the Attract Platform.

"Customer(s)" refers to any Employer and/or recruitment professional who has subscribed to the Services as part of their business.

"Customer Account(s)" refers to all the accounts linked to the Customer on the Site, including Administrator Accounts, Recruiter Accounts and Manager Accounts.

"Employer(s) or Recruitment Professional(s)" refers to any natural person and/or legal entity wishing to assess the skills of Individuals in the context of its professional activities, and which has not completed the registration process on the Site.

"Identifiers" refers to the elements placed under the exclusive control of the User allowing access to his Personal Space.

"Individual(s)" refers to any natural person using Assessfirst's Services, in particular with a view to recruitment by a Customer, development within the Customer's company or as part of a personal initiative.

"Individual Account(s)" refers to the Individual's account on the Site.

"Internet User(s)" refers to any visitor to the Site who has not completed the registration process.

"Manager(s)" means any natural person appointed by a Customer and acting on its behalf who uses AssessFirst Services via a Manager Account, in particular with a view to consulting Individual profiles.

"Manager Account(s)" refers to the Manager's account on the Site.

"Party(ies)" means AssessFirst and the User individually or collectively.

"Personal Space" refers to the area of the Site reserved for Users.

"Platform" refers to all the information systems used to make the Services available to the public. In particular, it includes the back office and the User database.

"Public Part" means the freely accessible part of the online Service.

"Questionnaire(s)" refers to the skills assessment questionnaire developed by AssessFirst and made available to Individuals on the Site as part of the provision of the Services.

"Recruiter(s)" means any natural person acting on behalf of a Customer, responsible for the recruitment, assessment and management of staff, and using the Services via a Recruiter Account with a view to recruiting and/or assessing the skills of Individuals.

"Recruiter Account(s)" means the Recruiter's account on the Site.

"Report(s)" means the results of the assessment of the Individual's skills drawn up by AssessFirst after analysing the Individual's answers to the Questionnaires.

"Service(s)" refers to all the services offered by AssessFirst as accessible online on the Site;

"Site" refers to the website published by AssessFirst and accessible online at the URL address <https://www.assessfirst.com/> and its sub-domains.

"User(s)" refers to any person who has completed the registration process and created an account on the Site.

3. OBJECT

The purpose of these Terms and Conditions is to define the conditions of access, the scope and terms of use of the Services and the rights and obligations of Users when using the Services on the Site.

4. CONTRACTUAL DOCUMENTS

Any general terms and conditions of use other than the Conditions shall not be binding on the Parties, including those subsequently referred to in the Customer's order forms.

In the event of a contradiction between documents of a different nature or of different rank, it is expressly agreed between the Parties that the provisions contained in the Conditions for the obligations in conflict of interpretation.

5. PREREQUISITES

Users declare that they accept these Terms and Conditions without reservation.

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

Users can benefit from the Services available on the Site provided they comply with the following prerequisites:

- Be of legal age on the day of registration;
- Have full legal capacity to enter into commitments hereunder;
- Have the appropriate computer equipment and software configuration to access the Site;
- Have a valid and accessible e-mail address.

6. OPPOSABILITY

Users may only use the Services if they accept these Terms and Conditions. The User's final acceptance is evidenced by the creation of his User Account, which renders these Terms and Conditions fully enforceable.

AssessFirst reserves the right to make any changes it deems necessary and useful to these Terms and Conditions. AssessFirst will use its best endeavours to inform Users of the existence and entry into force of new Terms and Conditions by the means it considers most appropriate (e-mail, notification on the User's Account, online information, etc.).

Users may access the archived Terms and Conditions by sending a request by e-mail to support@assessfirst.com.

Users have the option of saving and printing these Terms and Conditions using the standard functions of their browser or computer.

The Terms and Conditions appearing online on the Site take precedence over any previous version. Users of the Site are therefore invited to consult them regularly.

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The User may stop using the Service at any time but remains responsible for any previous use of the Service.

7. DURATION

These Terms and Conditions are applicable throughout the User's period of use of the Service, i.e. from the time the User registers until the time the User unsubscribes from the Services, for any reason whatsoever.

8. REGISTRATION

8.1. COMMON PROVISIONS

8.1.1. Registration form

Access to the Service is reserved solely for Users with personal Identifiers.

To open an account and become a User, the Internet User must first register by completing the form available on the Site. The procedure for registering for the Service via the online form comprises the following stages:

Step 1: The Internet User completes a registration form by filling in the necessary fields, some of which are mandatory. The information must be accurate and regularly updated;

Step 2: The Internet User acknowledges and accepts these Terms and Conditions and the personal data policy by ticking the appropriate box; if the Internet User does not accept the Terms and Conditions, he must stop the registration procedure and leave the Site immediately;

Step 3: Once the form has been correctly completed, the Internet user validates it to confirm their registration.

The User is hereby informed and accepts that the information entered for the purposes of creating and updating his account, which can be found in his Personal Space, constitutes proof of his identity. The User guarantees that the information provided is accurate and not misleading. He accepts that this information is binding as soon as it has been validated, and undertakes to update this information in his Personal Space in the event of any change, so that it always corresponds to the aforementioned criteria.

Once registration has been confirmed by the Internet User, he becomes a User of the Service.

8.1.2 Username / password

The User is solely responsible for maintaining the confidentiality of his Account and password, and for limiting access to his computer and mobile devices. Any use of the password is presumed to be made on behalf of the User. The User agrees to be responsible for all activities that occur under his Account or password. The User must notify AssessFirst immediately if he suspects or becomes aware of any unauthorised use of his Account and/or password, or any other breach of security on the Site.

In this case, the User acknowledges AssessFirst's right to take all appropriate measures. This notification must be sent to AssessFirst:

- by email to the address: support@assessfirst.com. Only the date of receipt of this email will be deemed authentic between the Parties; or,
- directly online on the Site using the "Forgotten Password" form.

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

The User is solely responsible for the use made of his password until he has requested AssessFirst to change it.

8.1.3. Strictly personal use

The User may access his Personal Space at any time after identifying himself using his Identifiers.

The User undertakes to use the Services personally and not to allow any third party to use them in his place or on his behalf, unless he assumes full responsibility.

8.2. CREATION OF CUSTOMER ACCOUNTS

8.2.1. Registration

In order to use the Services, the Employer or Recruitment Professional must register on the Site, by completing the form provided for this purpose as described in article 8.1.1 hereof. Such registration may be made by any natural person having the legal capacity to contract in the name and on behalf of the Employer or Recruitment Professional, or a special mandate provided for this purpose. AssessFirst has no control over the selection of the Employer's representative and cannot be held liable in this respect.

Registration automatically entails the opening of an account in the name of the Customer, giving it access to a Personal Space which enables it to manage its use of the Services in a form and using the technical means that AssessFirst deems most appropriate and whose relevance and development AssessFirst remains solely responsible for.

8.2.2. Creation of Recruiter Accounts

Once its registration has been finalised, the Customer may, from its Personal Space, create accounts intended for members of its staff, responsible for recruitment matters, assessments and the management of Individuals (the Recruiter Accounts). AssessFirst has no control over the selection of the persons authorised by the Customer and cannot be held liable in this respect.

In this case, the account created when the Customer registers becomes an Administrator Account, which enables the Customer to edit, manage and delete Recruiter Accounts. The Customer may create as many Administrator Accounts as it wishes, subject to the provisions of the contract in force between AssessFirst and the Customer. The Administrator may also have a Recruiter Account, as required.

The Administrator is solely responsible for the creation and use of the Recruiter Accounts linked to his account. Users of Recruiter Accounts are automatically subject to these Terms and Conditions in their capacity as Users and without any further acceptance thereof being necessary.

The number of Recruiter Accounts is limited under the conditions indicated on the Site or in the contract in force between AssessFirst and the Customer.

8.2.3. Creation of Manager Accounts

The Recruiter may, from its Personal Space, create accounts for members of its staff who need to consult the profiles of Individuals (the "**Manager Accounts**").

The Recruiter is solely responsible for the creation and use of the Manager Accounts linked to his account.

Users of Manager Accounts are automatically subject to these Terms and Conditions in their capacity as Users and without the need for any further acceptance thereof.

The number of Manager Accounts is limited under the conditions indicated on the Site or in the contract in force between AssessFirst and the Customer.

8.3. CREATING AN INDIVIDUAL ACCOUNT

The creation of a Personal Space and the use of the Services are free of charge for the Individual, subject to access costs (internet subscription and purchase of a device compatible with the Site) which remain at the Individual's expense.

The Individual may register spontaneously, after receiving an invitation from the Customer or an Individual, or by being redirected to the registration form on the Attract Platform.

In the case of an invitation from a Customer, the Customer will have previously provided AssessFirst with the Individual's e-mail address, or will have provided the Individual with a link to register on the Site. AssessFirst will then send an e-mail to the Individual inviting him to register on the Site in accordance with the procedure described herein.

The Individual fills in the form provided for this purpose as described in article 8.1.1 hereof. Registration automatically leads to the opening of an Account in the name of the Individual, giving him access to a Personal Space which enables him to manage his use of the Services in a form and using the technical means AssessFirst deems most appropriate and which AssessFirst may develop.

If the Individual does not register on the Site, the registration link and his e-mail address will be deleted within three months of the sending of the first e-mail.

The Individual may already be registered on the Site or may have previously completed the Questionnaires, either as a result of a request from another Customer or as a result of having registered on his own initiative.

Any Individual who is not registered on the Site cannot access the Questionnaires and therefore cannot answer them validly.

9. DEREGISTRATION/CLOSURE OF ACCOUNT

9.1. UNSUBSCRIPTION BY THE USER

The User may unsubscribe from the Site and request the deletion of their profile at any time, directly from their Personal Space or by sending a request to this effect to AssessFirst by email to support@assessfirst.com or by any other means indicated on the Site.

Unsubscription takes effect within a maximum of seven (7) days from receipt of this request.

In all cases, the User remains responsible for all use of their Account until it is definitively closed, except for effects caused prior to closure.

9.2. SUSPENSION AND CLOSURE OF THE ACCOUNT BY ASSESSFIRST

9.2.1. Customer Accounts

In the event of suspected fraudulent use of a Customer Account, AssessFirst reserves the right, without compensation or prior notice, to suspend and/or permanently close the Customer Account concerned. AssessFirst may not be held liable for any loss or damage arising from any failure by the User to fulfil its obligations hereunder.

In the event of a breach by the User of its obligations as described in these Terms and Conditions, AssessFirst reserves the right, without compensation and eight (8) days after sending the User an e-mail asking it to comply with these Terms and Conditions, to suspend access to all or part of its Customer Account until the cause of the suspension has disappeared in AssessFirst's opinion, or even to permanently delete the Customer Account concerned in view of the seriousness of the alleged breach. The Customer acknowledges that AssessFirst cannot be held liable to the Customer or third parties for the consequences of the closure and/or suspension of the Account.

In all cases, the User remains responsible for all use of its Account until it is definitively closed, except for effects caused prior to closure.

9.2.2. Individual Account

When an Individual has not logged on or made use of his Account for a period of two (2) years, his Account is automatically deleted, with prior notice of this closure being given to the Individual by e-mail to the e-mail address provided by the User at the time of registration.

In the event of a breach by the Individual of the obligations subscribed to under these Terms and Conditions, AssessFirst reserves the right, without compensation, eight (8) days after sending the Individual an e-mail asking him to comply with these Terms and Conditions, to suspend access to the service until the cause of the suspension has disappeared in AssessFirst's opinion.

A suspension of more than thirty (30) unprocessed days by the Individual will result in the deletion of the Account.

In all cases, the User remains responsible for all use of his Account until it is definitively closed, except for effects for which the cause predates closure.

9.3. CONSEQUENCES OF ACCOUNT CLOSURE

Once the User's Account has been closed, the User is deemed to have unsubscribed and can no longer retrieve the data and information collected via the Service unless a request is made under the terms of AssessFirst's personal data policy.

It is therefore the User's responsibility to save any information that they feel is useful and that they wish to keep. AssessFirst can under no circumstances be held responsible for the deletion of this information.

When a Customer unsubscribes, all related Customer Accounts are automatically deleted. Upon de-registration, the Accounts of Individuals identified as being employees of the Customer are deleted one (1) month after the Customer's de-registration, unless the Individual concerned takes explicit action to recover the Account for his or her own personal use.

The de-registration of a Customer Account does not result in the termination of the contract between the Customer and AssessFirst.

10. PRESENTATION OF THE SERVICES OFFERED

Users have access to the following Services, depending on the type of Account they have and their subscription, in a form and according to the functionalities and technical means that AssessFirst deems most appropriate.

10.1. ASSESSMENT OF INDIVIDUALS

10.1.1. Drawing up Reports

In the light of the answers given by the Individual to the Questionnaires, AssessFirst draws up Reports assessing his skills:

- The Discovery Summary: corresponding to a summary of the assessment of the Individual's skills;
- The Additional Reports: corresponding to different types of Individual Assessment Reports which transcribe, in particular, the Individual's answers.

A summary, opinions, recommendations and any other documents and information, in particular graphs and statistics, may be attached, under the conditions and using the methods that AssessFirst deems most appropriate for providing the Services, the appropriateness of which AssessFirst shall be the sole judge.

10.1.2. Submission of Reports

The Reports are accessible to the Recruiter as soon as the first Questionnaire has been completed by the Individual and once the Individual has authorised the sharing of his Results with the Recruiter. The Individual may revoke the sharing of his Reports with a Recruiter at any time from the "My network" tab of his Personal Space.

The deadlines for submitting Reports indicated on the Site are purely indicative and have no contractual value. AssessFirst does not offer any guarantee as to the deadlines for the submission of Reports, insofar as this is dependent on the will of the Individual and it has no control over the completion of the Questionnaires by the latter.

The Recruiter shall be informed as soon as possible if the Additional Report ordered is unavailable, in particular because the Questionnaires have not been completed by the Individual.

The Recruiter may freely consult and download the Individual's Reports from his Recruiter Account, in the Individual's profile, in HTML/PDF format. The Recruiter can share the Reports with one or more Managers.

By default, the Discovery Summary is given to the Individual concerned.

10.1.3. Use of Results

On the basis of the Results obtained, AssessFirst provides the Recruiter with a range of functions enabling him to identify the strengths and areas for development of each of the Individuals, to predict affinities between Individuals within the same team, to assess the skills of the Individuals in relation to benchmarks, and to draw up internal mobility plans.

10.2. CONNECTING PEOPLE

10.2.1. Attract

Once the Individual has completed the first Questionnaire, and based on their answers, AssessFirst draws up the following Reports:

- A compatibility score between the profile analysed of the Individual and the values defined by the Customer;
- Compatibility scores between the Individual's analysed profile and the job categories proposed by the Customer on its Career Site;
- The Discovery Summary: this is a summary of the assessment of the individual's skills;

By confirming his wish to access these results, the Individual authorises them to be shared with the Customer.

By clicking on the details of a job category proposed by the Customer, the Individual can view the corresponding offers directly by clicking on "View offers". They are then redirected to the Customer's careers site to continue their application process.

The Individual then receives an email from AssessFirst informing them that they can access their Personal Space. If he decides to complete his profile and take the other Questionnaires, AssessFirst will draw up additional Reports, which include his answers.

10.2.2. Rediscovering of talents

AssessFirst enables the Recruiter to search for Individuals who have previously shared their profile with them, based on pre-defined criteria, to contact them and suggest to them a new job opportunity or an internal mobility.

10.2.3. Network development

Individuals can expand their AssessFirst network and add other Individuals to their contact list.

Individuals have access to a "public" version of their profile, accessible via a personal URL address.

However, the visibility of the Individuals' profiles and their data depends exclusively on the level of confidentiality chosen by them, and only the Individuals can adjust this level of confidentiality.

The Individual can define the level of visibility of their personal data and Results by other Individuals in the "settings" and "confidentiality" section of their Personal Space. Depending on the level of confidentiality chosen, the Individual may or may not authorise other Individuals to access all or part of their data and Results.

To find out more about confidentiality levels, please consult our Online [Personal Data Policy](#).

10.3. ADDITIONAL SERVICES

10.3.1. Training Platform

AssessFirst may provide the Customer and its employees with access to a training platform made available by AssessFirst, enabling them to learn how to use the predictive technology, the functionalities of the Services and how to correctly interpret the Reports. This option must have been subscribed to in the contract in force between AssessFirst and the Customer.

10.3.2. Comments

As part of the recruitment of an Individual, AssessFirst may provide the Recruiter with free comment areas.

When using this function, the Customer undertakes to ensure that the comments are not inappropriate, subjective or insulting to the Individuals. They acknowledge that they are solely responsible for the use of this feature and for the content of the comments they write. They also undertake not to provide any information constituting sensitive data within the meaning of the regulations on the protection of personal data or data covered by confidentiality.

In any event, AssessFirst has no obligation to moderate the content published by the Customer on the Site and declines all responsibility in the event of content contrary to the law or to contracts in force with AssessFirst or with any third party.

10.3.4. Other Services

AssessFirst reserves the right to offer any other Service it deems useful, in a form and according to the functionalities and technical means it deems most appropriate to provide said Services.

11. ASSESSFIRST'S OBLIGATIONS

11.1. QUALITY OF SERVICE

AssessFirst uses its best efforts to provide a Service that complies with its documentation and to maintain an availability rate that complies with the applicable service levels, independently of the Site's maintenance operations.

However, due to the nature and complexity of the Internet network, and in particular its technical performance and response times for consulting, querying or transferring information data, AssessFirst cannot guarantee absolute accessibility or availability of the Site allowing access to the Service.

AssessFirst cannot be held responsible for the proper functioning of the User's computer equipment or Internet access. In this respect, AssessFirst is bound by an obligation of best endeavours.

11.2. MAINTENANCE AND UPDATES

AssessFirst reserves the right, without prior notice or compensation, to temporarily close the Site Platform or access to the Services, in particular to carry out updates, maintenance operations, modifications or changes to operating methods, the Platform and access times, without this list being exhaustive.

AssessFirst shall in no event be held liable for damages of any kind that may result from these changes and/or from the temporary unavailability of the Site Platform or the associated Services.

AssessFirst reserves the right to add to or modify, at any time, the Platform and the Services available on it in line with technological developments and will inform Users by any means.

11.3. SECURITY

AssessFirst makes its best efforts, in accordance with best practice, to secure the Site. Given the exponential nature of technological developments, AssessFirst cannot guarantee the absolute security of the Site or the absence of faults.

12. OBLIGATIONS OF USERS

12.1. PROPER USE

12.1.1. By all Users

The User is responsible for the use of the Service and his actions on the Site. He undertakes to use the Site fairly, in compliance with these Terms and Conditions and in a manner compatible with the Site's operating rules and the laws and regulations in force. In particular, the User undertakes to refrain from any behaviour that is illegal or constitutes fraud against AssessFirst, other Individuals or third parties.

The User undertakes not to collect in any way whatsoever information on other Users, either manually or by automated means, in particular e-mail addresses, without their consent, in particular with a view to sending unsolicited prospecting or spam, chain letters, etc.

In general, the User undertakes to inform AssessFirst of any failure in the Service that he has observed.

12.1.2. By the Customer

The Customer undertakes to use the Services, the Reports and the data extracted from them solely for the purposes of assessing the skills of Individuals in the context of its professional activity.

The Customer undertakes to make strictly personal use of the Services and consequently undertakes not to assign, grant or transfer to a third party all or part of its rights or obligations hereunder, or to transfer to a third party, whether free of charge or against payment, the use or ownership of the Questionnaires and/or Reports and, more generally, any information communicated by AssessFirst in connection with the Services. However, these provisions do not apply to a Customer using the Services on behalf of an end client.

The Customer undertakes not to obscure AssessFirst's trademark on the Questionnaires, Reports and any other document communicated by AssessFirst, not to modify or distort the Questionnaires and Reports in any way whatsoever, and not to reproduce or use the framework, the logical sequence, the sequence of questions and the questions themselves appearing in the Questionnaires and to re-use all or part of them, without the prior written authorisation of AssessFirst.

In the event of failure to comply with the obligations set out in this section, the Customer is liable to take legal action against AssessFirst for infringement of copyright.

12.2. SECURITY

The Platform is an automated data processing system.

The User is prohibited from fraudulently accessing or remaining on all or part of the Platform. The User is prohibited from using any access method other than the interface and instructions provided by AssessFirst. If such a method is discovered or if the User inadvertently enters a reserved area without authorisation, the User undertakes to inform AssessFirst immediately at support@assessfirst.com so that AssessFirst can take the necessary measures.

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

The User is prohibited from deleting or modifying data contained on the Site's Platform or fraudulently introducing data or even altering the operation of the Platform. In particular, Users must ensure that they do not introduce viruses, malicious code or any other technology harmful to the Platform or the Services offered on it.

The User undertakes to consider that all data of which he becomes aware through such unauthorised access to the space is confidential data and consequently undertakes not to divulge it.

The User also undertakes not to carry out any operation aimed at saturating a page, bouncing operations or any operation that has the effect of hindering or distorting the operation of the Platform.

The User accepts the characteristics and limitations of the Internet, and is aware that data circulating on the Internet is not necessarily protected, particularly against possible misappropriation.

The User shall take all appropriate measures to ensure his own security, in particular the management of his identifiers and access codes, which he shall keep confidential, and to protect his own data and/or software from contamination by any viruses on the Internet.

13. TECHNICAL SUPPORT

AssessFirst makes every effort to provide a service that is accessible to all Users under the best possible conditions, but cannot guarantee absolute technical compatibility of the additional features and services it offers as part of the Service, as their correct operation is subject to the software and hardware compatibility of the computer equipment used by Users.

In the event that a User encounters difficulties in accessing and/or using one of the Services offered by the Site, he is offered the possibility of contacting the Support department at any time, either:

- by email to support@assessfirst.com,
- via the chat available on the Site.

AssessFirst's Support department makes every effort to respond as quickly as possible during its opening hours, Monday to Friday between 9.30am and 6pm (CET).

14. INTELLECTUAL PROPERTY RIGHTS

14.1. ELEMENTS OF THE SERVICE

These Terms and Conditions do not imply any transfer of intellectual property rights of any kind on the elements belonging to AssessFirst to the User.

The Site, systems, software and programmes, search engines, structures, domain names, infrastructures, databases and content of any kind (texts, images, visuals, drawings, photos, graphic charters, music, logos, brands, databases, sounds, videos, design, etc.), in particular the Questionnaires and Reports, or any other information or support, without this list being exhaustive, used by AssessFirst on the Site are the exclusive property of AssessFirst and are protected by copyright, trademark, patent, database producer's rights and any other intellectual or industrial property right recognised under current laws.

Any disassembly, decompilation, decryption, extraction, including by means of scrapping or metadata, re-use, copying and, more generally, any act of reproduction, representation, distribution or use of any of these elements, in whole or in part, without the authorisation of AssessFirst is strictly prohibited and may result in legal action.

Under no circumstances may the User use, print or reformat the content of the Platform for purposes other than professional, private or family use. The User undertakes not to download, reproduce, transmit, sell, distribute or exploit the content of the Platform and websites for commercial purposes.

Any reproduction and/or representation, in whole or in part, of any of these elements without the express authorisation of AssessFirst is prohibited and would constitute an infringement punishable by articles L. 335-2 et seq. of the French Intellectual Property Code.

Consequently, the User undertakes to refrain from any action likely to directly or indirectly infringe AssessFirst's rights.

14.2. THIRD PARTY ELEMENTS

The elements belonging to third parties, such as brands, designs, models, images, texts, photos, 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 recognised by the legislation in force.

The User undertakes not to infringe, directly or indirectly, the property rights of third parties, whose content is present on the Site and undertakes not to exploit, in any way whatsoever, the names, brands, logos, software, information, databases and all documents communicated to him, in general, in the event of the performance of these Conditions.

The User undertakes to respect all the rights of third parties whose content is present on the Site and undertakes not to arouse any analogy in the mind of the public for any purpose whatsoever.

To this end, the User undertakes to take all necessary measures to protect the said rights with regard to all third parties and, in particular, to maintain in good condition all indications of ownership which are displayed on all data, information and, more generally, on the elements which can be consulted on the Platform or made accessible by third parties.

15. HYPERTEXT LINKS

Users of the Site may set up a link to this Site without the express prior authorisation of AssessFirst. However, such authorisation may not be construed as an implicit affiliation agreement. In any event, non-compliant links to the Site must be removed at AssessFirst's first request.

AssessFirst reserves the right to set up links on its Site giving access to web pages other than those of its Site. AssessFirst cannot be held responsible for access by Users of the Site via links set up within the framework of the Site to other resources present on the Internet network, nor for the content of the information provided on these sites by virtue of the activation of the link.

16. RESPONSIBILITY

AssessFirst provides Users with an "as is" IT solution and its Services are provided on an "as is" basis.

In particular, the information provided by the Questionnaires and Reports does not constitute a recommendation and is closely dependent on (i) the quality of the job description provided by the Customer and (ii) the involvement of the Individual in completing the questionnaire.

The decision to hire or promote from within is the sole responsibility of the Customer and the Services are only tools to assist in this decision and should not be considered otherwise. In this respect, the User remains solely and exclusively responsible for the use of the information made available to him. AssessFirst cannot be held responsible for the use that may be made of this information and the consequences that may arise, particularly in terms of decisions that may be made and/or actions that may be taken on the basis of this information by the User.

AssessFirst is in no way responsible for exchanges and/or relations between Customers and Individuals that take place outside the Site or the Services. When the Individual enters into a relationship with a Customer, or when the Customer enters into a relationship with an Individual, AssessFirst cannot be held responsible for the subsequent relationship between the Individual and the Customer, and in particular for the performance of any resulting contracts (employment contracts, service contracts, bonuses).

In any event, AssessFirst cannot guarantee the accuracy of the information provided in the Report, which is compiled from information provided by the Individual and the Customer. The Results of the Questionnaires depend on the information provided on a declarative basis by the Individual and AssessFirst cannot be held responsible for any errors in any data of a dimensional nature or for any omissions by the Individual. AssessFirst cannot be held responsible for the consequences of incorrect or incomplete information.

AssessFirst cannot be held liable in the event of fraudulent or abusive use or deliberate or involuntary disclosure to anyone of the User's account identifier and/or password.

AssessFirst cannot be held responsible for any breach of these terms and conditions by another User, nor for their actions on the Site, whether or not they constitute a fault.

In no event shall AssessFirst or its affiliates, officers, directors, employees, agents, suppliers or licensors be liable for any indirect, special or consequential damages, including but not limited to lost profits, loss, inaccuracy or corruption of files or

data, business interruption, loss of revenue or profit, loss of goodwill, loss of opportunity, cost of procurement of substitute products, services or technology, arising out of or in connection with the use or inability to use the Site or the Services.

For legal entities using the Site and Services free of charge, AssessFirst's liability will be limited to the fixed and final sum of ten thousand euros (€10,000) under the conditions set out in this section.

AssessFirst may not be held liable more than one (1) year after the date on which the event giving rise to such liability was discovered or should have been discovered by the User.

17. PERSONAL DATA

AssessFirst has a personal data protection policy, the characteristics of which are set out in the document entitled "Personal Data Policy" accessible at the following link : <https://www.assessfirst.com/en/privacy-policy/>, which Users are expressly invited to read.

18. COOKIES

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

Users may give, delete or modify their consent to the use of cookies at any time by clicking on "Manage your cookies" accessible on the Site page at the foot of the page.

19. FORCE MAJEURE

Initially, cases of force majeure suspend performance of the Terms and Conditions.

If the cases of force majeure last for more than two (2) months, these Terms and Conditions will be terminated automatically.

Cases of force majeure or fortuitous events are expressly considered to be those usually accepted by the jurisprudence of French courts and tribunals.

20. GOOD FAITH

The Parties agree to perform their obligations in perfect good faith.

21. SINCERITY

The Parties declare the sincerity of these undertakings. In this respect, they declare that they have no knowledge of any factor which, if communicated, would have altered the consent of the other Party.

22. NULLITY

If one or more of the stipulations herein are held to be invalid or declared as such in application of a law, regulation or following a final and binding decision of a competent court, the other stipulations shall retain all their force and scope.

23. ENTIRE

These Terms and Conditions constitute the entire agreement between AssessFirst and the User concerning the use of the Site and supersede all previous agreements and arrangements, whether written or oral, concerning the subject in question, without prejudice to the contracts in force between AssessFirst and the Customer.

24. AGREEMENT OF PROOF

Acceptance of these Terms and Conditions by electronic means has the same evidential value between the Parties as an agreement on paper.

The computerised registers kept in the Site's computer systems will be kept in reasonable conditions of security and will be considered as proof of the communications between the Parties. Contractual documents are archived on a reliable and durable medium that can be produced as proof.

25. CONFIDENTIALITY

The information transmitted to or collected by AssessFirst when using the Site is considered confidential by nature and covered by professional secrecy and is not communicated to any outside party, with the exception of the provisions of the European Data Protection Regulation and all related laws.

The User acknowledges and agrees that all information provided by the Site and the Services, including but not limited to the Reports and all deliverables provided by the Site, are strictly confidential and belong to AssessFirst and its licensors and are protected by intellectual property laws.

The User undertakes not to disclose or use any information obtained in the course of using the Services for any purpose other than those expressly authorised by these Terms. The User will not disclose any confidential information to a third party without the prior written consent of AssessFirst.

The User undertakes to take all necessary measures to protect the confidentiality of any confidential information obtained in the course of using the Services and to prevent the disclosure or unauthorised use of such information. The User will not copy, reproduce, modify or distribute confidential information, in whole or in part, without the prior written consent of AssessFirst.

The User acknowledges that, because of the information relating to private life that they contain, breaches of confidentiality of data, Reports and more generally of all confidential information exchanged between the Parties may constitute a criminal offence and that he assumes sole responsibility once the Reports and Questionnaires have been sent to him.

This obligation of confidentiality shall survive the termination of these conditions for a period of five (5) years and shall not prevent communications ordered by judicial or administrative authorities.

26. LANGUAGE

In the event of a translation of these Terms and Conditions into one or more languages, the language of interpretation will be English in the event of contradiction or dispute as to the meaning of a term or provision.

27. APPLICABLE LAW - JURISDICTION

These Terms and Conditions and any dispute or claim arising out of or in connection with them or the Site shall be governed by and construed in accordance with the laws of France, without giving effect to any principles of conflicts of law.

For any dispute arising from the interpretation, performance or termination of these Terms, the Paris Courts shall have jurisdiction, notwithstanding the plurality of defendants or the introduction of third parties, even for emergency proceedings or protective proceedings by way of summary proceedings or petition.