

## **GENERAL CONDITIONS FOR PLATFORM USERS-CANDIDATES**

Effective date: May 22<sup>nd</sup>, 2018

#### **IDENTIFYING DATA OF THE OPERATOR OF THE SERVICES**

#### JOB DIGITAL NETWORKS, S.L.

Tax Identification Number: B-66583907,

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Registered with the Registro Mercantil de Barcelona (Barcelona Mercantile Registry) in volume

44956, sheet 11 and page B-472.442

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#### 1. ACCESS TO AND USE OF SERVICES OFFERED BY CORNERJOB

## 1.1. Accessing the Platform

These general conditions (hereinafter, the "General Conditions") regulate the job search service offered by CornerJob (hereinafter, the "Service" and "CornerJob") through its virtual platform, accessible via its mobile application, website or web application (hereinafter, the "Platform"). This platform is designed to assist the natural persons that use it (hereinafter, "Users" or "Candidates") in finding employment or related services, which include:

- (i) Access to labour intermediation services which, in keeping with what is established in the Law of Employment (RDL 3/2015) CornerJob offers in its role as a recruitment agency.
- (ii) Access to an online environment that facilitates meetings between Candidates seeking employment and Companies offering employment.
- (iii) The possibility for Candidates to create their own profiles as job seekers on CornerJob.
- (iv) Rapid registration for any offer published by the Companies using the Platform, and receipt of a response.
- (v) The ability to search for a specific type of employment thanks to the "search bar", which allows the Candidate to use key terms so as to make their searches more specific.
- (vi) The ability to activate "push" notifications to keep up to date on the progress of one's applications, while also being able to consult one's applications in the "Activity" section of the application.



- (vii) The possibility that companies that have subscribed to the CornerJob Platform (hereinafter, the "Companies") may contact the Candidate.
- (viii) The ability to chat directly with Companies, asking questions and interacting in relation to the published job offers for which the Candidate has been preselected, or as a result of having been identified by a Company as an interesting candidate, even without having applied for any of the positions posted.
- (ix) Access to the "Work with us" section in case the user is interested in one of the job offers posted by CornerJob itself.

#### 1.2. Geolocation

In order for Candidates to have access to the best job offers available in their area at any given time, the CornerJob Service is based on the simplicity and rapidity offered by mobile geolocation. Therefore, Candidates must ensure that the geolocation options on their smartphone or mobile device are enabled, and that their location on the application is correct.

## 1.3. Candidate older than 16 years of age

The User states that they are older than 16 years of age, and that they have sufficient legal capacity to be bound by these General Conditions and to the Specific Conditions, where applicable. They also commit to making a diligent use of the Service and the information contained therein, with complete compliance with the applicable regulations in each case.

## 1.4. Acceptance of General Conditions and of Specific Conditions where applicable

Access to the Service requires acceptance of these General Conditions by the User, and as a result we ask that Users read them carefully before using the Service. If you do not accept these General Conditions, we ask that you abstain from using the Platform and its content.

Job offers and some of the related services may be subject to specific conditions which CornerJob may establish at any given moment. These conditions may complete, amend or substitute the General Conditions, as the case may be. Hereinafter, any such conditions, or any other specific conditions from other services offered by CornerJob at any given moment, will be referred to as "Specific Conditions".

In addition, CornerJob hereby informs Users of the Service that these General Conditions and any Specific Conditions, where applicable, may be adapted or modified at any time without prior notification. As a result, the User will have to read and accept any new versions of the General Conditions and, where applicable, the Specific Conditions. For the convenience of the User, these legal conditions will be easily accessible in the "Settings" section.



## 1.5. Registration and identification of the Candidate on CornerJob (Electronic Signature)

CornerJob does not require prior subscription or registration to simply browse or to access or use some of the services offered on the Platform. Nevertheless, in order to make active use of the Service, Candidates are required to register and create a profile by downloading the CornerJob Web Application or Mobile Application through App Store, Google Play (or any other mobile platform, website or other service available at any given moment) through the "Sign Up" section.

During the registration process, the User shall accept the Privacy Policy and the corresponding General Conditions and, where applicable, the Specific Conditions.

In particular, the User shall provide an email address and a personal password in order to make full use of CornerJob as a Candidate. These means of identification and their use through the CornerJob Application which the Candidate must download will serve, to all intents and purposes, as an electronic signature for the Candidate in their relationship with CornerJob and with the Companies that offer employment through CornerJob (hereinafter, "Electronic Signature").

Each Candidate's Electronic Signature will be personal and non-transferable. The Candidate will have the obligation to inform CornerJob of any changes to their personal information. It is the responsibility of the Candidate to take due care to prevent access and/or unauthorized use by third parties that may access or use the Electronic Signature in its name. In addition, the Candidate will have sole responsibility for the selection, loss, theft or unauthorized use of any identifying password or code and for any consequences thereof.

In any case, the Candidate shall be responsible for the proper use of the Service, the CornerJob Application and the Electronic Signature, whatever the circumstances. The Candidate must abstain from using these for purposes that are illegal or contrary to the provisions of these General Conditions or any Specific Conditions.

#### 1.6. Social Media and Third-party Platforms

If a User connects their CORNERJOB account with another account of theirs on a social media or third-party platform, it thereby authorizes us to make use of the information that the User publishes through said social media or third-party platforms, which, in turn, have made available to CORNERJOB, in accordance with the privacy policy and other aspects that are applicable to the social media or third-party platforms in question. In order to obtain more information regarding how to manage the information provided to CORNERJOB through the corresponding social media or third-party platform, please consult the privacy settings applicable to those accounts.

Should the User share or publish content on a social media or third-party platform through the Service, they must agree to comply with all terms of use, policies and guidelines established by the corresponding social media or third-party platform in relation to the stated content. The User also accepts that they have sole responsibility



for any complaints that may result from their having published or shared any sort of content on any social media or third-party platform.

The social media or third-party platforms are not partners or representatives of CORNERJOB, and CORNERJOB will not be responsible for the actions or omissions of these platforms regarding the User's account therein.

#### 2. SERVICES AVAILABLE ON CORNERJOB

Below, we will list the services CornerJob currently offers Users of its platform.

Nevertheless, CornerJob may offer new services to Users or modify existing services at any time.

## 2.1. My Profile

Through this service, the Candidate will be able to present their personal profile as a job seeker, and detail their job experience, academic training and language skills, among other things.

In addition, in the "Settings" section, currently within "My Profile", the Candidate can enable or disable (i) the receipt of notifications regarding the employment offers to which they have applied or with regard to Services, and (ii) the receipt of email messages from CornerJob.

In the "Settings" section, the User will have direct access to CornerJob's General Conditions, Specific Conditions and Privacy Policy in force at any given time, as well as the "Frequently Asked Questions" (FAQ) regarding the search for employment, the User account, the procedure for reporting any problem with the Platform or technical problems, as well as any other information that CornerJob may consider relevant to the User at any given time.

## 2.2. Job Offers

Through this service, the Candidate will have free access to the job offers that Companies may have posted on CornerJob at any given time.

All job offers will include a description and a button, currently labelled "Apply", through which interested Candidates can apply for the offer.

CornerJob wishes registered companies to offer the maximum possible number of job offers to our Candidates, and as a result, Candidates are recommended to consult new offers in this area frequently.

## 2.3. "My Applications" Section

Through this service, the Candidate can access a personal section containing the different job offers to which they have applied.



In this section, the time remaining for the Company offering the job to respond to the Candidate will be given, as well as the final decision to accept or reject the application.

## 2.4. Chat with Companies

Through this service, the Candidate can chat directly with the Companies that have posted their job offers on CornerJob. They can also ask questions or otherwise interact in relation to the offers published, as long as the Candidate has been preselected by the Company after having applied to a job offer it has published or, even if the Candidate has not applied for any job, whenever the Company initiates the chat with the Candidate.

In this same section, CornerJob will be able to collect the job offer recommendations they feel will be of interest to the Candidate, taking into account the Candidate's professional profile, as well as their activity on the Platform.

#### 2.5. Activity

Through this section, the Candidate will be provided with a personal section through which they will have chronological access to their activity on CornerJob.

#### 2.6. Other Services

CornerJob may at any time add new services or modify existing services, either through these General Conditions or through the Specific Conditions.

#### 2.7. Financial Conditions of the Services

CornerJob reserves the right to establish a price for some of the services that it provides apart from those it provides as a recruitment agency through the Platform. This will be established in the Specific Conditions of the service in question, and in accordance with applicable regulations.

Regarding services with a charge, the User shall undertake to pay CornerJob the established amount in exchange for the use of those services, in full compliance with payment conditions and other conditions, as established in the Specific Conditions of the service in question.

#### 3. PRIVACY AND COMMERCIAL CORRESPONDENCE POLICY

Both at the time of registration and in the event that, while browsing, asking questions, making requests or conducting simulations through the Platform, the User provides us with information of a personal nature, the provisions of Cornerjob's Privacy and Commercial Communications Policy, which the User will have to have accepted beforehand, will apply.



# 4. CORNERJOB'S RESPONSIBILITY REGARDING INFORMATION CONTAINED ON THE PLATFORM

## 4.1. Provision of Information on the Platform

Under no circumstances will CornerJob act as a temporary agency workers. As a recruitment agency, CornerJob will limit itself to putting Candidates and Companies in contact with one another regarding job offers, information relating to them and information on the candidate's profile.

CornerJob hereby informs the User that the job offers posted on the Platform by Companies have the sole aim of informing any Candidates that may be interested in them. To this end, neither the employment offers made available through the Platform, nor access to them by Candidates, represents any kind of commitment or employment relationship, whether it be contractual or pre-contractual, between the Candidate and the Company in question.

In this regard, Candidates expressly recognize that CornerJob will not be responsible, in any way, for the job offers posted by Companies, nor for the content and/or veracity of Candidates' profiles.

## 4.2. Operation of the Platform

CornerJob does its best to keep the Platform in good working order, avoiding errors or repairing them when necessary, and keeping Platform content up to date. Nevertheless, CornerJob does not guarantee the availability and continuity of access to the Platform, or the absence of errors in its content; neither does it guarantee that these will always be updated in a timely fashion. The User accepts this, and shall undertake to exercise maximum diligence and prudence when accessing and browsing on the Platform, or when using the content, information and services available therein.

## 4.3. Amendments to the information on the Platform

CornerJob reserves the right to amend, delete or update the information contained on the platform, its configuration or presentation at any time and without need for prior warning.

#### 4.4. Platform content

The User is committed and undertakes not to use the information available on the Platform in any way that may constitute a violation of regulations or that may be contrary to common decency or morality or to the image and good professional name of CornerJob and its collaborators.

CornerJob shall not be held responsible for the possible consequences that may result from any inappropriate use or negligence on the part of Users regarding such content.



#### 4.5. Use of Information on the Platform

Both access to the Platform and the use of any information contained therein are the sole responsibility of the User. As a result, CornerJob is not responsible for any damages, whether direct or indirect, which may arise from access to or use of the information contained on the Platform.

In addition, CornerJob hereby states that the information contained on the Platform is simply informative and will have to be confirmed by the Companies involved. As a result, CornerJob does not accept any responsibility for any damages that may result, directly or indirectly, from the use of this information by the User.

In addition, CornerJob is not responsible for any damage to Users' software or hardware as a result of their use of the Platform.

## 4.6. CornerJob's Damages Disclaimer

In addition to what has already been stated, and to the extent permitted by Law and excluding what may be stated elsewhere in the remaining General Conditions or Specific Conditions, under no circumstances will CornerJob be responsible for personal damages, whether accidental, special, direct or indirect, including but not limited to damages for loss of profits, loss of or failure to obtain employment, loss of data, interruption to business or any other commercial damages or losses related to the use or unavailability of the application, whatever the cause may be, and regardless of the theory of responsibility (contractual, extra-contractual or of any other type), and even if the User has been warned of the risk of such damages. Under no circumstances will responsibility for all damages (unless stated otherwise in applicable legislation in cases of death or personal bodily injury) exceed five thousand euros (€5,000).

#### 5. USER RESPONSIBILITY

- **5.1.** The User is aware of and willingly accepts that it is exclusively responsible for the use it makes of the Service. As a result, it will be responsible for any damages of any nature that CornerJob may suffer as a result of a failure to comply with any of the obligations which the User accepts as a result of these General Conditions, Specific Conditions, the Privacy Policy or any legislation applicable to the use of this Service.
- **5.2.** The User shall undertake to respect applicable legislation and to only make use of content for which they possess the corresponding rights of use. The User expressly frees CornerJob from any responsibility in respect of any claims made by third parties as a result of the violation of their rights or any behaviour on the part of the User that constitutes a failure to comply with applicable legislation, these General Conditions, or any applicable Specific Conditions. The User promises not to use this Service for any purpose other than seeking employment.
- **5.3.** The User promises not to use this Platform for any purpose other than seeking employment. In particular, the User will abstain from using the Service for any sort of



propaganda, canvassing, advertising (beyond what is strictly necessary for appropriately creating their profile) or for any denigrating acts.

5.4. CornerJob reserves the right to amend or delete a Candidate's presentation if their use of the Platform is unprofessional or contrary to the General Conditions or Specific Conditions. This may include deleting the Candidate's profile or their photograph, if it could be considered offensive, sexually explicit or generally inappropriate. CornerJob reserves the right to modify or delete any presentations or photographs published by Users if they do not show respect for the laws and regulations in force and/or if CornerJob considers the presentations or photographs to be contrary to CornerJob's quality standards and/or if it considers that they might damage CornerJob's brand image. In the event of failure on the part of the User to comply with one or several of these stipulations, or in the event of non-compliance with applicable laws or regulations, CornerJob reserves the right to block the User's account and/or to block their access to all or part of the Service, temporarily or permanently, without the User having any right to compensation, and without prejudice to any other right that CornerJob may possess with regard to applicable legislation, including the right to sue for damages.

#### 6. POLICY REGARDING HYPERTEXT LINKS

- **6.1.** CornerJob is not responsible in any way for the use or content of hypertext links to third-party websites, nor does their existence imply that CornerJob endorses, agrees with, guarantees or recommends the linked websites.
- **6.2.** In addition, third parties who intend to use a hypertext link leading to CornerJob's website must first obtain prior, express, written consent from CornerJob. Either way, CornerJob does not accept any manner of responsibility arising from the use or content of third-party hypertext links.

## 7. INDUSTRIAL AND INTELLECTUAL PROPERTY

- **7.1.** All Platform content (including, but not limited to, databases, images, photographs, patents, utility and industrial models, drawings, computer graphics, software, audio, video and text files) is the property of CornerJob or of its content providers, and in the latter case, they have been licensed or transferred by said providers, and are protected by Spanish and international law regarding industrial and intellectual property. The compilation (meaning collection, design, organization and preparation) of all the Platform content is the exclusive property of CornerJob and is protected by applicable regulations regarding intellectual and industrial property.
- **7.2.** All software involved in the use and development of the Platform is the property of CornerJob or of its software providers, and is protected by industrial and intellectual property laws.
- **7.3.** The brands, signs, identifying symbols or logos that appear on the Platform are the property of CornerJob or of its content providers, and have been duly registered or are



in the process of being registered. The names of other products, services and companies that appear in this document or on the Platform may be brands or other registered identifying symbols of their respective and legitimate owners.

- **7.4.** All texts, images, videos or audio media are the property of CornerJob or of its content providers, and may not be subject to subsequent modification, copying, alteration, reproduction, adaptation or translation by the User or by third parties without the express authorization of the owners of the content in question.
- **7.5.** Under no circumstances does the provision to Users of access to databases, images, photographs, patents, utility and industrial models, drawings, computer graphics, software, audio, video and text files that are the property of CornerJob or its content providers included on the Platform, constitute the transfer of their property rights or the granting of the right to use them to the User, apart from what is strictly necessary for their use as intended as part of the Service.
- **7.6.** Any use of Platform content without the authorization of CornerJob is expressly forbidden, including its exploitation, copying, publication, transformation, distribution, transmission by any means, subsequent publication, exhibition, public communication or total or partial reproduction. Any of these will constitute violations of CornerJob's intellectual property rights, and will be punishable under applicable legislation.

#### 8. LICENCE OF USE OF THE PLATFORM

- **8.1.** CornerJob grants the User a right or license for use, not to sell, for the use of the Service through the Platform, to which the terms included herein shall apply (hereinafter, the "Licence"). CornerJob reserves any rights not expressly granted.
- **8.2.** The Licence for the use of the Service through the Platform is a non-transferable licence for the use of this Platform on any compatible device the User possesses or controls, in accordance with what is permitted in the regulations established in these General Conditions. This Licence does not allow the User to use the Platform through other devices that the User does not posses or control, and Users will not be permitted to make the Platform available or distribute it on a network so that it can be used by multiple mobile devices at the same time.
- 8.3. The User may not rent, lease, borrow, sell, redistribute or sub-license the Platform. The User may not copy, disassemble, reverse engineer, decompile, attempt to identify the source code thereof, modify or create employment derived form the Platform, any of its upgrades, or any part of it (excepting where this restriction is limited by applicable laws or by any of the terms of the license of use of any of the open source components included in the License). Any attempt to do so will constitute a violation of the rights of CornerJob. Should the User fail to comply with these restrictions, it may result in legal action being taken against them, and the obligation to pay for damages. The terms of the License also cover any updates carried out by CornerJob that substitute and/or complement the Service, unless that update includes an individual license, in which case the terms of that license will apply.



**8.4.** The License will remain in force until it is terminated by the User or by CornerJob. The rights granted under this License will be revoked without prior warning should the User fail to comply with any of the terms of the General Conditions, Specific Conditions or the Privacy Policy. Upon termination of the license, the User will be obligated to cease using the platform and to uninstall or destroy any total or partial copies thereof.

#### 9. ACCESSING THE PLATFORM FROM MOBILE DEVICES

- **9.1.** All terms put forth in these Conditions for Access and Use will be applicable to any use of the Services by the User using a mobile telephone, other mobile devices or computer devices that enable access to the Platform.
- **9.2.** To this end, the User is hereby informed that CornerJob does not charge for mobile access to the content or services of the Platform, but that the User's telephone service provider will apply whatever charge was agreed upon by the User for receiving and sending data.
- **9.3.** CornerJob is not responsible for any of the restrictions that the telephone service provider may apply and that may result in the content or services offered on the Platform not being easily accessible.

#### 10. APPLICABLE LEGISLATION AND JURISDICTION

- **10.1.** Access to and use of the Service will be governed by and interpreted in accordance with Spanish legislation.
- **10.2.** Any dispute that may arise between CornerJob and the Users of the Service will be settled by the Courts of Law of the City of Barcelona (Spain), and both parties expressly waive any right to any other jurisdiction they may be subject to.

I HAVE READ AND AGREE TO THE AFOREMENTIONED GENERAL CONDITIONS OF THE CORNERJOB SERVICE IN MY POSITION AS A USER



# GENERAL CONDITIONS FOR COMPANIES MAKING USE OF THE PLATFORM

Effective date: May 22<sup>nd</sup>, 2018

#### **IDENTIFYING DATA OF THE OPERATOR OF THE SERVICES**

#### JOB DIGITAL NETWORKS, S.L.

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#### 1. ACCESS TO AND USE OF THE SERVICES OFFERED BY CORNERJOB

## 1.1. Accessing the Platform

These general conditions (hereinafter, the "General Conditions") regulate the job search services offered by CornerJob (hereinafter, the "Service" or "CornerJob") through its technological platform, which can be accessed through its mobile application, website and web application (hereinafter, the "Platform") and whose aim is to provide companies with job seekers (hereinafter, "Company" or "Companies"), including:

- (i) Access to labour intermediation services which, in keeping with what is established in the Law of Employment (RDL 3/2015), CornerJob offers in its role as a recruitment agency.
- (ii) Access to an online environment that brings together job-seeking users (hereinafter, "Users" or "Candidates") and Companies offering employment positions.
- (iii) The possibility of creating a profile as a Company offering employment through CornerJob.
- (iv) The ability to publish job offers in a quick, agile manner through the Platform, where they can be easily accessed by Users.
- (v) The ability to select from among the Candidates that have applied to a job offer thanks to the "Candidates" section.
- (vi) The possibility of chatting directly with Candidates in order to answer questions and interact with them regarding the offers published by the Company on CornerJob.



(vii) Access to the specific services, subject to specific conditions, that may be established at any given moment by CornerJob.

## 1.2. Verification of telephone number

Before the Company can publish its job offers on the Platform, CornerJob may ask to verify its telephone number, which will enable the establishment of an identification filter. CornerJob will only use this number for reasons of security, and will not share it with third parties.

## 1.3. Acceptance of General Conditions and of Specific Conditions where appropriate

Access to the Service requires acceptance of these General Conditions by the Company, and as a result we ask that Companies read them carefully before using the Service. If you do not accept these General Conditions, we ask that you abstain from using the Platform and its content.

Job offers and some of the related services may be subject to specific conditions which CornerJob may establish at any given moment. These conditions may complete, amend or substitute the General Conditions, as the case may be. Hereinafter, any such conditions, or any other specific conditions from other services offered by CornerJob at any given moment, will be referred to as "Specific Conditions".

In addition, CornerJob hereby informs Companies that these General Conditions and any Specific Conditions, where applicable, may be adapted or modified at any time without prior notification. As a result, the Company will have to read and accept any new versions of the General Conditions and, where applicable, the Specific Conditions. For the convenience of the Company, these legal conditions will be easily accessible in the "Settings" section.

## 1.4. Registration and identification of the Company on CornerJob (Electronic Signature)

CornerJob does not require prior subscription or registration to simply browse or access some of the services offered on the Platform. Nevertheless, to make active use of the Service, Companies are required to register and create a profile by downloading the CornerJob Web Application or Mobile Application through App Store, Google Play (or any other mobile platform, website or other service available at any given moment) through the "Sign Up" section.

During the registration process, the Company will be required to accept these General Conditions and, where necessary, any applicable Specific Conditions.

In particular, the Company shall provide an email address and a personal password in order to make full use of CornerJob. These identifying mechanisms and their use via the CornerJob Application which the Company will have to download will serve as an electronic signature for the Company in all its interactions with CornerJob and with Candidates seeking employment through CornerJob (hereinafter, "Electronic Signature").



Every Company's Electronic Signature will be personal and non-transferable. It will be the obligation of the Company to communicate any changes to their personal information to CornerJob. It is the responsibility of the Company to take due care to prevent access and/or unauthorized use by third parties that may access or use the Electronic Signature in its name. In addition, the Company will have sole responsibility for the selection, loss, theft or unauthorized use of any identifying password or code and for any consequences thereof.

In any case, the Company shall be fully responsible for the proper use of the Service, the CornerJob Application and the Electronic Signature. The Company must abstain from using these for purposes that are illegal or contrary to the provisions of these General Conditions or any Specific Conditions.

#### 1.5. Main Account and Sub-Accounts

Companies may authorize the creation of a main account and other sub-accounts associated with it. These sub-accounts may belong to the Company itself of to other Companies. In such cases, the Company holding the main account will be able to see all the sub-accounts, while the holders of the sub-accounts will only be able to see their own sub-account.

In these cases, the authorization of all Companies involved will be required.

#### 2. SERVICES AVAILABLE ON CORNERJOB

Below, we will list the services CornerJob currently offers Companies via its platform.

Nevertheless, CornerJob may offer new services to Companies or modify existing services at any time.

## 2.1. Company Profile

Through this service, the Company will be able to describe their profile as a Company offering employment.

In addition, in the "Settings" section, currently within "My Profile", the Company can enable or disable (i) the reception of notifications regarding candidates for employment offers which they have posted or with regard to Services, as well as (ii) the reception of email messages from CornerJob.

In the "Settings" section, the Company will have direct access to the General Conditions, Specific Conditions and Privacy Policy of CornerJob which are in force at any given time, as well as "Frequently Asked Questions" (FAQ) regarding the search for employment, the Company's Account, the procedure for reporting any problem with the Platform or technical problems, as well as any other information that CornerJob may consider relevant to the Company at any given time.



#### 2.2. Job Offers

Through this service, the Company will be able to publish job offers they would like to make available to Candidates through the Platform.

To ensure the proper operation of the Service, CornerJob recommends that the Company should keep this section up-to-date and frequently consult possible new developments therein.

#### 2.3. Direct Search in Candidate Database

Through this service, the Company can identify Candidates that may be of interest to them in CornerJob's Candidate database.

#### 2.4. Chat with Users

Through this service, the Company can chat directly with the Candidates that have applied to their job offers published on CornerJob or with Candidates registered on CornerJob that the Company has identified by directly searching in the CornerJob database.

#### 2.5. Other Services

CornerJob may at any time add new services or modify existing services, either through these General Conditions or through the Specific Conditions.

#### 2.6. Financial Conditions of the Services

CornerJob reserves the right to establish a price for some of the services that CornerJob provides through the Platform. This will be established in the Specific Conditions of the service in question.

Regarding services with a price, the Company shall undertake to pay CornerJob the established amount, in full compliance with payment conditions and other conditions set out in the Specific Conditions of the service in question.

## 3. PRIVACY POLICY

- **3.1.** Regarding Candidates' personal information to which Companies may have access, CornerJob has obtained this information in keeping with what is established in the applicable regulations on personal data protection and has informed Users or Candidates of the intended use and intended recipients of this data and has provided them with any other required information and has obtained their consent.
- **3.2.** Both CornerJob and the Company undertake to comply with their respective obligations regarding data protection, in keeping with what is established in the regulations on personal data protection applicable at all times.



#### 4. RULES FOR THE PUBLICATION OF OFFERS BY COMPANIES

- **4.1.** In addition to any other rules or conditions that may be established in these General Conditions or in the Specific Conditions, Companies shall respect the following regulations when publishing their job offers on the Platform:
  - (i) Job offers may consist of no more than 140 characters.
  - (ii) Job offers must refer to employment positions or training courses.
  - (iii) The description must include the location, the job and the salary offered.
  - (iv) The description may not contain email addresses, telephone numbers or links.
  - (v) They must be published by real companies registered in Spain.
  - (vi) Spanish employment legislation must be respected.
  - (vii) Candidates may not be discriminated against because of their sex, origin or physical condition.
  - (viii) Network marketing or freelance employment positions may not be offered.
  - (ix) Companies that do not offer a regular employment contract may not post offers.
  - (x) References to exchanges between individuals may not be made.
  - (xi) They may not contain erotic or pornographic content, whether explicit or implied.
  - (xii) An offer for a single employment position may not be posted more than twice a month.
  - (xiii) Companies are strictly prohibited from asking Candidates for money in any form (paid training, initial investment, product suitcase, etc.).
- **4.2.** The CornerJob team reserves the right to delete any job offer made by Companies that does not comply with these regulations or with any other regulations established at any time by CornerJob.

# 5. CORNERJOB'S RESPONSIBILITY REGARDING INFORMATION CONTAINED ON THE PLATFORM

## 5.1. Provision of Information through CornerJob

Under no circumstances will CornerJob act as a temporary agency workers. As a recruitment agency, CornerJob will limit itself to putting Candidates and Companies in



contact with one another regarding job offers, information relating to them and information on the candidate's profile.

CornerJob hereby informs you that the job offers posted on the Platform by Companies have the sole aim of informing any Candidates that may be interested in them. To this end, neither the employment offers made available through the Platform, nor access to them by Users represents any kind of commitment or employment relationship, whether it be contractual or pre-contractual, between the Candidate and the Company in question.

In this regard, Companies expressly recognize that CornerJob will not be responsible, in any way, for the job offers posted by them, nor for the content and/or veracity of Candidates' profiles.

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#### 5.3. Amendments to the Information on the Platform

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## 5.4. Platform Content

The Company is committed and undertakes not to use the information available on the Platform in any way that may constitute a violation of regulations or that may be contrary to common decency or morality or to the image and good professional name of CornerJob and its collaborators.

CornerJob shall not be held responsible for the possible consequences that may result from any inappropriate use or negligence on the part of Companies regarding such content.

#### 5.5. Use of Information on the Platform

Both access to the Platform and the use of any information contained therein are the sole responsibility of the Company. As a result, CornerJob is not responsible for any damages, whether direct or indirect, which may arise from access to or use of the information contained on the Platform.



In addition, CornerJob hereby states that the information contained on the Platform is simply informative, and participating Companies must take responsibility for any information they post. Therefore, CornerJob does not accept any responsibility for any damages that may result, directly or indirectly, from the use of this information.

Furthermore, CornerJob is not responsible for any damage to Company software or hardware that may result from their use of the Platform.

## 5.6. CornerJob's Damages Disclaimer

In addition to what has already been stated, and to the extent permitted by Law and excluding what may be stated elsewhere in the remaining General Conditions or Specific Conditions, under no circumstances will CornerJob be responsible for personal damages, whether accidental, special, direct or indirect, including but not limited to damages for loss of profits, loss of or failure to obtain employment, loss of data, interruption to business or any other commercial damages or losses related to the use or unavailability of the application, whatever the cause may be, and regardless of the theory of responsibility (contractual, extra-contractual or of any other type), and even if the Company has been warned of the risk of such damages. Under no circumstances will responsibility for any damages (unless stated otherwise in applicable legislation) exceed five thousand euros (€5,000).

#### 6. COMPANY RESPONSIBILITY

- **6.1.** The Company is aware of and willingly accepts that it is exclusively responsible for the use it makes of the Service. As a result, it will be responsible for any damages of any nature that CornerJob may suffer as a result of a failure to comply with any of the obligations which the Company accepts as a result of these General Conditions, Specific Conditions, the Privacy Policy or any legislation applicable to the use of this Service.
- **6.2.** The Company shall undertake to respect applicable legislation and to only make use of content for which it possesses the corresponding rights of use. The Company expressly frees CornerJob from any responsibility in respect of any claims made by third parties as a result of the violation of their rights or any behaviour on the part of the Company that constitutes a failure to comply with applicable legislation, these General Conditions, or any applicable Specific Conditions.
- **6.3.** The Company undertakes not to use this Platform for any purpose other than offering employment to Candidates or seeking Candidates whose profiles are of interest to it. In particular, it will abstain from using the Service for any sort of propaganda, canvassing, advertising (beyond what is strictly necessary for appropriately posting job offers) or for any denigrating acts. In order to use the Service, it is essential that the Company comply with Spanish and international law related to employment rights, including the constitutional principle of equality and the prohibition of discrimination in the hiring process.



6.4. CornerJob reserves the right to amend or delete a Company's presentation or content if its use of the Platform is unprofessional or contrary to the General Conditions or Specific Conditions. This may include deleting the Company's profile or its content, if it could be considered offensive, sexually explicit or generally inappropriate. CornerJob reserves the right to modify or delete any presentations or content published by Companies if they do not show respect for the laws and regulations in force and/or if CornerJob considers the presentations or content to be contrary to CornerJob's quality standards and/or if it considers that they might damage CornerJob's brand image. In the event of failure on the part of the Company to comply with one or several of these stipulations, or in the event of non-compliance with applicable laws or regulations, CornerJob reserves the right to block the Company's account and/or to block their access to all or part of the Service, temporarily or permanently, without the Company having any right to compensation, and without prejudice to any other right that CornerJob may possess with regard to applicable legislation, including the right to sue for damages.

## 7. POLICY REGARDING HYPERTEXT LINKS

- **7.1.** CornerJob is not responsible in any way for the use or content of hypertext links to third-party websites, nor does their existence imply that CornerJob endorses, agrees with, guarantees or recommends the linked websites.
- **7.2.** In addition, any third parties who intend to include a hypertext link leading to the CornerJob website must first obtain prior, written, express consent from CornerJob. CornerJob does not accept any manner of responsibility arising from the use or content of third-party hypertext links, under any circumstances.

#### 8. INDUSTRIAL AND INTELLECTUAL PROPERTY

- **8.1.** All Platform content (including, but not limited to, databases, images, photographs, patents, utility and industrial models, drawings, computer graphics, software, audio, video and text files) is the property of CornerJob or of its content providers, and in the latter case, they have been licensed or transferred by said providers, and are protected by Spanish and international law regarding industrial and intellectual property. The compilation (meaning collection, design, organization and preparation) of all the Platform content is the exclusive property of CornerJob and is protected by applicable regulations regarding intellectual and industrial property.
- **8.2.** All software involved in the use and development of the Platform is the property of CornerJob or of its software providers, and is protected by industrial and intellectual property laws.
- **8.3.** The brands, signs, identifying symbols or logos that appear on the Platform are the property of CornerJob or of its content providers, and have been duly registered or are in the process of being registered. The names of other products, services and companies that appear in this document or on the Platform may be brands or other registered identifying symbols of their respective and legitimate owners.



- **8.4.** All texts, images, videos or audio media are the property of CornerJob or of its content providers, and may not be subject to subsequent modification, copying, alteration, reproduction, adaptation or translation by the Company or by third parties without the express authorization of the owners of the content in question.
- **8.5.** Under no circumstances does the provision to Companies of access to databases, images, photographs, patents, utility and industrial models, drawings, computer graphics, software, audio, video and text files that are property of CornerJob or its content providers included on the Platform, constitute the transfer of their property rights or the granting of the right to use them to the Company, apart from what is strictly necessary for their use as intended as part of the Service.
- **8.6.** Any use of Platform content without the authorization of CornerJob is expressly forbidden, including its exploitation, copying, publication, transformation, distribution, transmission by any means, subsequent publication, exhibition, public communication or total or partial reproduction. Any of these will constitute violations of CornerJob's intellectual property rights, and will be punishable under applicable legislation.

#### 9. LICENCE OF USE OF THE PLATFORM

- **9.1.** CornerJob grants the Company a right or license for use, not to sell, for the use of the Service through the Platform, to which the terms included herein shall apply (hereinafter, the "**Licence**"). CornerJob reserves any rights not expressly granted.
- 9.2. The Licence for the use of the Service through the Platform is a non-transferable licence for the use of this Platform on any compatible device the Company possesses or controls, in accordance with what is permitted in the regulations established in these General Conditions. This License does not allow the Company to use the Platform through other devices that the Company does not posses or control, and it may not make the Platform available or distribute it on a network so that it can be used by multiple mobile devices at the same time.
- 9.3. The Company may not rent, lease, borrow, sell, redistribute or sub-license the Platform. The Company may not copy, disassemble, reverse engineer, decompile, attempt to identify the source code thereof, modify or create employment derived from the Platform, any of its upgrades, or any part of it (except where this restriction is limited by applicable laws or by any of the terms of the license of use or of any of the open source components included in the License). Any attempt to do so will constitute a violation of the rights of CornerJob. Should the Company fail to comply with these restrictions, it may result in legal action being taken against them, and the obligation to pay for damages. The terms of the License also cover any updates carried out by CornerJob that substitute and/or complement the Service, unless that update includes an individual license, in which case the terms of that license will apply.
- 9.4. The License shall remain in force until it is terminated by the Company or by CornerJob. The rights granted under this License will be revoked without prior warning should the Company fail to comply with any of the terms of the General Conditions, Specific



Conditions or the Privacy Policy. Upon termination of the license, the Company will be obligated to cease use of the Platform and to uninstall or destroy any total or partial copies thereof.

#### 10. COMMERCIAL CORRESPONDENCE BY ELECTRONIC MEANS

- **10.1.** By accepting these General Conditions, the Candidate expressly authorizes CornerJob and the Entities in the CornerJob Group (hereinafter, CornerJob Group Entities) to send them commercial, promotional or advertising correspondence via email or any other equivalent electronic means of communication.
- **10.2.** This authorization will result in the sending of commercial advertising material related to the activities, products and services offered by CornerJob and the other CornerJob Group Entities and portals related to this platform, as well as from third parties and their portals related to the search for employment and the job market.
- **10.3.** CornerJob and the other Entities in the CornerJob Group may send the following correspondence via email or mobile notification:
  - (i) Employment alerts and suggestions.
  - (ii) The CornerJob Newsletter with advice on finding employment, reports, trends within the sector, etc.
  - (iii) Requests for completion of the candidate profile.
  - (iv) Commercial correspondence (publications involving advertising or commercial research) related to the search for employment and the job market.
- 10.4. CornerJob has established means by which Candidates can enable or block electronic correspondence services in a simple, cost-free manner, both when registering and via the "Profile" section. In order to do so, the Candidate must enter their "Profile" and enable or disable the "receive active alerts" or "receive emails" options. In addition, they may exclude themselves from this service by following the instructions provided in the footnote of the emails sent.

### 11. ACCESSING THE PLATFORM FROM MOBILE DEVICES

- **11.1.** All terms put forth in these Conditions for Access and Use will be applicable to any use of the Services by the Company using a mobile telephone, other mobile devices or computer devices that enable access to the Platform.
- 11.2. To this end, the Company is hereby informed that CornerJob does not charge for mobile access to the content or services of the Platform, but that the Company's telephone service provider will apply whatever charge was agreed upon by the Company for receiving and sending data.



**11.3.** CornerJob is not responsible for any of the restrictions that the telephone service provider may apply and that may result in the content or services offered on the Platform not being easily accessible.

## 12. APPLICABLE LEGISLATION AND JURISDICTION

- **12.1.** Access to and use of the Service will be governed by and interpreted in accordance with Spanish legislation.
- **12.2.** Any dispute that may arise between CornerJob and the Company will be handled by the Courts of Law of the City of Barcelona (Spain), and both parties expressly waive any right to any other jurisdiction they may be subject to.

I HAVE READ AND AGREE TO THE AFOREMENTIONED GENERAL CONDITIONS OF THE CORNERJOB SERVICE IN MY POSITION AS A COMPANY