GENERAL CONDITIONS FOR SUBSCRIPTION TO THE MERITOCRACY PLATFORM SERVICES

1. INTRODUCTION

- 1. These general conditions for subscription to the services regulate the use of the platform made available through the website www.meritocrasy.is (hereinafter, the "Platform" and the "Site", respectively) and all the contents and services offered through it, as better specified below. The Platform and the Site are the property of Meritocracy, a Business line of Seltis Hub S.r.l. with registered offices in Milan Via Generale Gustavo Fara, 35 (hereinafter "Meritocracy" or the "Company").
- 2. These general conditions refer to the services offered to individuals seeking a new job position, while the services offered to companies are described in another document available through this <u>link</u>.

2. SERVICES OFFERED

- 1. The various services offered by Meritocracy through the Site and/or the Platform are described below and will be collectively referred to hereinafter as the "Services"; the general service conditions shall be deemed to apply to each service, unless otherwise expressly specified.
- 2. Some Services will be made available to all Site visitors without the need to register (hereinafter the "User/s"), while other services are reserved for individuals who register with the Platform (hereinafter the "Candidate/s") as described in paragraph 3 below.

2.1. VIEWING OFFERS AND COMPANIES

1. Meritocracy offers a range of services to companies that need to recruit personnel for their workforce, including the publication of job announcements on the Company's website for the positions required. Therefore, Users may browse the Site, view all the offers, and "explore" the company through the contents published on the Site.

2.2. FOLLOWING A COMPANY OR SAVING A JOB OFFER

- 1. Candidates may select one or more companies and follow the contents that the company publishes on the Site and/or the Platform including, for example, media content and/or interviews with staff.
- 2. Furthermore, Candidates may save the job offers they are most interested in among their favourites and follow their progress.

2.3. REGISTRATION AND CREATION OF PROFILE

- 1. Candidates can create their own professional profile (hereinafter, "Profile"). Profiles are created using a guided procedure which also allows Candidates to attach their CV. The Platform will also provide the Candidate with suggestions on how to create his/her profile.
- 2. Finally, Candidates will be able to receive details, where possible, about the positions on the Platform that are most in line with their Profile; these positions can be viewed through the dashboard made available within the Platform.

2.4. APPLYING FOR A JOB

1. Candidates may apply for one or more job offers on the Site and/or the Platform. After they have sent their application, Candidates will receive feedback on their application after it has been assessed by the Client offering the position.

2.5. NEWSLETTERS, JOB OFFERS AND OTHER PRODUCTS

2. A number of optional services are provided, even separately, to the Candidate, including (i) the receipt of newsletters regarding Platform updates; (ii) new job offers in line with the Candidate's Profile and published on the Site and/or the Platform by Company Clients; (iii) product advertisements and/or promotions by Meritocracy partner companies.

3. REGISTRATION WITH THE PLATFORM

- 1. As specified in paragraph 2 above, some Services that the Platform offers are reserved for Users who register with the Platform and so acquire the status of Candidate.
- 2. Registration with the Platform and use of the Services are free of charge and require the processing of the User's/Candidate's personal data as described in the Privacy Policy which is an integral part of these general conditions.
- 3. By registering with the Platform, the User/Candidate declares that he/she accepts these general conditions and, specifically, the clauses under paragraph 5 below.

3.1. REGISTRATION THROUGH LINKEDINTM

- 1. Users who wish to register with the Platform through their LinkedInTM profile may do so by clicking on the "Register with LinkedIn" button. This will connect their LinkedInTM account to the Platform and enable the activation of the Candidate account following acceptance of the general conditions.
- 2. Meritocracy can in no way acquire the access credentials of the Candidate's LinkedInTM account which remain under the Candidate's sole control and responsibility. The LinkedInTM account and Platform widget is a product and service provided through LinkedIn (and its subsidiaries).
- 3. By connecting his/her LinkedInTM account, the Candidate declares that his/her profile is real, refers exclusively to him/her and that the information contained therein is true.
- 4. The information in the Candidate's LinkedInTM account may not be sufficient for Meritocracy to complete the registration and Profile creation process, therefore, additional information may be requested from the LinkedIn® account guided procedure.
- 5. Candidates may at any time disconnect their LinkedInTM account from the Platform. The Candidate's account will be automatically disabled upon disconnection.

3.2. REGISTRATION THROUGH EMAIL

- 1. Users may register with the Platform through an email address, by clicking on the "use your email" button and filling out the forms that appear on the Platform.
- 2. By filling out the data requested, the User guarantees that the information and data entered to complete the registration are true and refer to his/her person.

4. CONTENT AND OPERATION OF CANDIDATE'S ACCOUNT

- 1. Following registration, an account will be activated for the Candidate. The Candidate will be able to use the Services according to his/her preferences by enabling them free of charge.
- 2. For this purpose, each Candidate has a dashboard (accessible by clicking on the "my profile" button) which allows him/her to improve and/or change his/her profile, as well as to manage his/her preferences with regard to the Services.

4.1. DASHBOARD

- 1. Once Candidates have logged into the Platform, they will land on their dashboard and see two sections: the "companies" dashboard showing the Meritocracy Client companies, or the "job positions" dashboard where the positions opened by the companies may be viewed.
- 2. The companies dashboard has specific buttons to filter companies according to different criteria, such as the sector they belong to (displaying only companies belonging to one or more product sectors), or alphabetical order that includes all the companies registered with the Platform.
- 3. Three different search filters are available on the dashboard "location", "job function" and/or "skill" each of which has different choice options.
- 4. The free text "search" field can be used for both dashboards to search by keywords considered useful by the Candidate.

4.2. MY PROFILE

- 1. By accessing the "My Profile" section, the Candidate is provided with several functions that are useful both to improve his/her Profile and to search for companies and/or job positions.
- 2. More specifically, Candidates may update their personal data, work experience (current and/or past), their skills, their career, any training received and their language skills.
- 3. This section of the Platform also gives several useful suggestions to improve the Candidate's Profile and offer job positions that are more in line with the Profile.
- 4. A free text "search" field is also available in this section so that the Candidate can search for companies and/or positions.
- 5. The sections "Companies you follow", "Saved Ads" and "Your Applications" can be accessed from the "My Profile" section.

4.3. ATTACHMENTS

- 1. The "Attachments" section allows Candidates to view the documents uploaded during registration and to upload further attachments divided into different categories.
- 2. More specifically, Candidates may upload their CV, a presentation portfolio, any reference letters, certifications and other attachments they consider useful.

- 3. Various channels can be used to upload documents, such as device memory, e-mail inbox and cloud storage systems.
- 4. File formats for the uploaded documents include .pdf, doc and subsequent versions, and image formats.

4.4. SETTINGS MENU

- 1. Candidates can use the "Settings" function to update their password and to subscribe/unsubscribe to one or more of the optional Services described under paragraph 2.5 above.
- 2. The settings menu also allows Candidates to disable or delete their account (these functions are described in detail under paragraph 5.3 below).

4.5. OTHER FUNCTIONS

- 1. In addition to the functions described above, Candidates may also use the "Invite your friends" and "Social media login" functions.
- 2. The "Invite your friends" function allows Candidates to send an invitation via the Platform to register with the Platform by entering an email address, Facebook® profile or LinkedInTM profile.
- 3. The "Social media login" function associates a social account with the Candidate's account, if this has not been done before.

5. CONDITIONS OF USE OF THE SITE, THE PLATFORM AND/OR THE CANDIDATE'S ACCOUNT

- 1. This section describes the conditions of use of the Site, the Platform and the Candidate's account
- 2. More specifically, the obligations with which Users and Candidates shall comply are described in this section, as well as the cases that may lead the Candidate or the Company to disabling/deleting the account.

5.1. GENERAL PROVISIONS

- 1. In accordance with one of the registration procedures set out in paragraph 3 above, in order to create an account all the forms specified as mandatory need to be filled out. Various forms will also be available, the completion of which is entirely optional and will not prevent registration and the creation of the Candidate's account. It is in any case advisable to fill out all the forms as precisely and completely as possible in order to achieve high levels of accuracy when using the Services.
- 2. Candidates may change and/or update the Profile data at any time by accessing their account.
- 3. Candidates shall be solely liable for the activities performed through their account. For this purpose, the login credentials (user id and password) shall be kept in a safe place; should this not be the case, the Candidate may be held liable for any illegal activity carried out using his/her account.
- 4. The password for access to the account may be changed at any time by the Candidate, who also undertakes to immediately report to the Company any unauthorised use or breach of security that the Candidate discovers in relation to his/her account. The Company shall in no way be held liable for any conduct in breach of this paragraph, and shall in no case be liable for damages arising from security breaches, unauthorised access and any other event that depends on the Candidate's behaviour.
- 5. The features of the Platform and its operational and functional aspects are set and may be changed solely by Meritocracy, which will inform Candidates about them through the Site, the Platform or other tools deemed appropriate (for example by email).
- 6. The Candidate acknowledges and accepts that use of the Platform falls within so-called "Saas" (Software as a Service), is provided 'as is', without any kind of warranty of operation, whether expressed or implied, and releases the Company from any liability in the event of malfunctioning or loss of data caused by problems when using the Platform.
- 7. The Candidate acknowledges that the Services provided through the Platform are intended exclusively for individuals at least 18 years of age. Any access or use of the Platform and/or the Services by anyone under 18 years of age is expressly forbidden. By accessing or using the Platform, the Candidate represents and warrants that he/she is at least 18 years of age and expressly accepts these general conditions.
- 8. Candidates cannot open more than one account relating to the same person.
- 9. The contents available on the Site and/or the Platform (hereinafter "Contents") are intellectual property registered or licensed to the Company and, therefore, subject to Copyright legislation. The Contents may include intellectual property registered and protected also under International Treaties. The Users/Candidates are strictly forbidden to use, copy, reproduce, transmit, sell, license or, in any case, make use of the Contents for purposes other than those laid down by these general conditions, without the Company's prior written authorisation.

- 10. All the codes created to generate or display the Contents are protected by copyright, trademark and other applicable laws and may not be copied or adapted except as required by applicable laws.
- 11. Unauthorised use of the Contents is strictly prohibited and Users/Candidates shall be held exclusively liable for any violation of copyright, trademark and/or other applicable laws. Users/Candidates undertake not to make any unauthorised use of the Contents and not to sell, modify, reproduce, display, publicly represent, distribute, or otherwise dispose of and/or use the Contents in any way whatsoever, for any public or commercial purpose, and in any way that may infringe intellectual and industrial property rights.
- 12. Although Meritocracy provides the Candidate with Services aimed at providing the best possible job placement on the basis of his/her skills, needs, expectations and experience, as expressed through the Profile, the Company will be released from any liability should the Candidate fail to find a job offer that meets his/her expectations and/or should the identified job offer be unsuccessful.
- 13. The Candidate expressly releases Meritocracy from any liability and/or claim for damages even in the event that, as a result of a job offer, the Candidate starts to work with one of the Company's Clients, for any reason and under any type of contract, which ends with the job being interrupted intentionally by the employer and/or the Candidate for any reason whatsoever.

5.2. ACCOUNT CONTENTS

- Candidates who use the Services shall do so at their own risk and under their own exclusive responsibility. Specifically, Candidates are solely responsible for all the information and/or content in the Profile created for access to the Services.
- 2. Candidates undertake not to publish information and contents that:
 - are untrue, incomplete, false, inaccurate or unrelated to them;
 - refer to pages with limited access or with password-protected access or hidden images;
 - constitute illegal and/or unauthorised copies of copyrighted works of others, including but not limited to, pirated software or links to such software, information that eludes copy protection systems, pirated music or other media or links;
 - are pornographic, obscene or contain child pornography, or that are in any way related to such issues;
 - are offensive to the morals or ethics of any religious faith;
 - have purposes that are contrary to public order or are discriminatory;
 - may harm third parties;
 - contain computer viruses or other software that may damage or alter the correct operation of the Site and/or the Platform;
 - breach or lead to breaching any law or regulation, including personal data protection legislation;
 - breach the intellectual property rights of others, for example: patents, trademarks, copyrights howsoever protected or deserving of protection, distinctive signs, design, texts, graphics, images, videos, data and information, names and/or logos, icons and buttons, software, audio files and other content and any other right of ownership;
 - insert hyperlinks that are not permitted;
 - seek to create a false identity or to use a pseudonym.
- 3. The Candidate undertakes not to use any automated system, including but not limited to "robots", "spiders", automated form-filling systems or similar technologies (both hardware and software), which allows access to the Platform and sends multiple requests and messages to the Company's servers more frequently than reasonably producible over the same period by a human being using a conventional Internet browser.
- 4. The Candidate agrees to immediately inform Meritocracy of any abnormal operation(s), suspected security breaches and/or unauthorised use of the account. The Company will not be held liable for facts occurring as a result of any unauthorised actions or omissions not communicated by the Candidate.
- 5. Meritocracy reserves the right to remove or modify, without prior notice, any data or information entered, published and/or attached by the Candidate, as well as any other content howsoever related to the account that constitutes or may constitute a breach of mandatory laws or third-party rights or obligations undertaken by the Candidate. In this case, the Company shall inform the Candidate of the removal or modification.

5.3. DISABLING AND DELETING AN ACCOUNT

- 1. Candidates may request the disabling or deletion of their account through the dashboard. These options shall be regarded as expressing the rights of anonymisation or deletion of personal data. The consequences of each of the two operations are described in the following sub-paragraphs.
- 2. Disabling.

- 2.1. When disabled, the account will continue to exist on the Platform but the Profile will be considered anonymous.
- 2.2. A disabled account shall not allow Users to use the services.
- 2.3. Candidates can reverse the disabling process at any time.

3. <u>Deletion</u>.

- 3.1. Deletion of the account will result in the account being permanently eliminated from the Platform and in automatic unsubscription from all the Services. The process is irreversible.
- 3.2. The Company reserves the right to delete, at its own discretion and without prior notice, the account of one or more Candidates, if it believes this is necessary (i) to protect its business interests; (ii) in the event of breach of these general conditions; (iii) to comply with an order of the competent Authorities.

6. COMMUNICATIONS WITH MERITOCRACY

1. Any communication or request for information from Users and Candidates concerning the Site, Platform, Services and/or these general conditions may be sent by e-mail to info@meritocracy.is or by registered letter to the Company's registered offices.

7. APPLICABLE LAW, JURISDICTION AND COMPETENT COURT.

1. Use of the Site, Platform and all of the Services, as well as the application and interpretation of these general conditions are subject to Italian law. The parties agree that the Courts of Italy shall have exclusive jurisdiction to settle any dispute arising between them, the exclusive competent court being the Court of Milan.

These general conditions were updated on 3 November 2020