

## **GENERAL CONDITIONS FOR USE OF THE MERITOCRACY PLATFORM**

### **1.INTRODUCTION**

1. These general conditions regulate the use of the platform made available through the website [www.meritocracy.is](http://www.meritocracy.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 Clients that have entered into one or more contracts with Meritocracy, while the services offered to Candidates are described in another document available through this [link](#).

### **2.SERVICES OFFERED**

1. The Services provided by Meritocracy may be used through the Platform after entering into one or more contracts with the Company, the only exception being the "Join us" service which can be used by anyone interested in the services for Companies provided by Meritocracy and through which contact details may be requested from the Company's sales network.
2. By entering into one or more contracts, the Client accepts these conditions of use for the Platform which are an integral and inseparable part of each contract undertaken with the Company.

### **3.REGISTRATION WITH THE PLATFORM**

1. Registration with the Platform is subject to the issue of credentials by Meritocracy to Clients that have signed a contract for the "Subscription" service as described in the contract.
2. The access credentials (hereinafter "Account") are entrusted to at least one user identified by the Client. Additional users, varying in number depending on the plan subscribed by the Client, may be created independently.

### **4.CONTENTS AND OPERATION OF CORPORATE ACCOUNT**

1. Through the Platform, Clients can manage their "Company page", the Services purchased and, where necessary, activate or request the activation of additional Services.
2. All users will have access through their Account to several functions, as better described below, which are accessible through the specific navigation menu.

#### **4.1. HOME PAGE**

1. On the Home page, users may:
  - view vacancies and change the viewing of vacancies by using various filter fields;
  - view the Candidates for an open position;
  - create a new vacancy;
  - enable the Visibility service for an open position.
2. Additional functions that may be used directly on the Home Page are:
  - Sync ATS;
  - Buy a credit;
  - Visit Company page;
  - Search for Candidates.

#### **4.2. VIEW CANDIDATES**

1. The user can view all the Candidates who have applied for a specific position.
2. The profile of each Candidate is displayed, including the details and documents that the Candidate has provided.
3. All Candidates are visible; however, the Platform shows the Candidates that are more in line with the profile being sought.
4. Feedback can be set for each Candidate including: "Not a fit", "Not fit for this role", "Good fit" or "Great fit".
5. Filters can be used to view the desired candidates who have applied for the position.

#### **4.3. DASHBOARD**

1. The Dashboard is the navigation menu where the various functions can be found.

#### **4.4. JOBS**

1. The Jobs function has three tabs: buy credit, post a job and the list of open positions.
2. The Jobs tab allows users to buy credit to enable the Visibility service, if not included in the Contract. Several packages are available each having a different fee that is due to Meritocracy.
3. The Post a job tab can be used to create an ad for a new vacancy which will then be viewed by the user on the home page and in the list of open positions, as well as by Candidates on the Platform.

#### **4.5. COMPANY PAGE**

1. The Company page function includes the Company info, Why join us, Photo gallery, Videos and Team tabs.
2. With the Company info tab, users can post information about their company, such as company name, address, number of employees and other details that will be displayed on the Company page and made available to Candidates through the Platform.
3. The Why join us tab allows users to describe the advantages for employees and the corporate vision and mission. All of this information will be viewed by the Candidates on the Platform.
4. The Photogallery and Videos tabs allow users to view and organise the company photos and videos which will be viewed by Candidates on the Platform.
5. The Team tab can be used to view and organise information about the company's employees who may have been involved in Media services provided by Meritocracy.

#### **4.6. ARCHIVE**

1. The Archive function includes the Saved candidates and Archived vacancies tabs.
2. The Saved candidates tab collects the Candidates that the user has identified as interesting regardless of any specific campaign. Please note that if the Candidate has requested the disabling and/or deletion of his/her profile, it will no longer be possible to view it.
3. The Archived vacancies tab includes all the positions that have been opened over time by the company and also allows a new position to be directly opened.

#### **4.7. SETTINGS**

1. The Settings function contains several tabs that the user can use for the functional management of the Company page, the accounts and the Platform in general.
2. The Your account tab allows each user to:
3. Manage his/her access password;
4. Enable the notification function for every new application, if the Visibility service on the campaign is active;
5. Customise the feedback templates to be sent to one or more Candidates. General or specific templates can be set up for each single Candidate;
6. Change the preset templates for cases where the Candidate is a Not fit or Good fit;
7. Disable and/or delete the user's account.
8. The Your company tab, which can be used to connect with the company ATS, enables or disables the function that allows Candidates to view the company's employment trend.
9. The Users tab grants or revokes one or more company accounts.
10. The My products tab summarises the credit used and/or still to be used for the Visibility campaigns.

#### **4.8. BILLING**

1. The billing function makes it possible to purchase credit for the Visibility service (Buy credit tab), manage billing information (Billing information), view billing history (Billing History) and manage the credit card used to purchase credit (Payment methods).

#### **4.9. EXTRAS**

1. The Extras function contains plug-ins for setting up the Company page as well as tabs for sharing Meritocracy Services (Invite a friend) with third parties, and active campaigns with company colleagues for social media sharing (Ask colleague).
2. Using the Invite a friend function does not entail any commitment by Meritocracy to provide one or more Services to the third party invited by the user.

#### **4.10. SYNC ATS**

1. The Sync Ats function connects Meritocracy to the company ATS and sets the campaign display.
2. The Sync tab contains the list of ATS that can be connected to Meritocracy and their operating features.
3. The Job visibility tab makes it possible to set the geographical scope of visibility of all open positions so that they can be viewed only by Candidates of a given geographical area, where necessary.

### **5. CONDITIONS OF USE OF THE PLATFORM AND OF THE CORPORATE ACCOUNT**

#### **5.1. GENERAL PROVISIONS**

1. Users are responsible for the activities carried out through access to the Platform. For this purpose, the login credentials (user id and password) shall be kept in a safe place; should this not be the case, the Users may be held liable for any illegal activity carried out through the Platform.
2. The password for access to the account may be changed at any time by the Users, who also undertake to immediately report to the Company any unauthorised use or breach of security that they discover in relation to their account. The Company shall in no way be held liable for any conduct in breach of these general conditions,

and shall in no case be liable for damages arising from security breaches, unauthorised access and any other event that depends on the Users' behaviour.

3. The features of the Platform and its operational and functional aspects are set and may be changed solely by Meritocracy, which will inform the Users about them through the Site, the Platform or other tools deemed appropriate (for example by email).
4. The Users acknowledge and accept 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 release the Company from any liability in the event of malfunctioning or loss of data caused by problems when using the Platform.
5. 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 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 the Contract and/or these general conditions, without the Company's prior written authorisation.
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## **5.2. ACCOUNT CONTENTS**

1. Users who use the Services shall do so at their own risk and under their own exclusive responsibility. More specifically, Users shall be solely liable for all of the account information and/or contents for access to the Services.
2. Users undertake not to publish information and contents that:
  - are untrue, incomplete, false, inaccurate or unrelated to the company they represent;
  - 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. Users agree to immediately inform Meritocracy of any abnormal operations, 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 Users.
4. Meritocracy reserves the right to remove or modify, without prior notice, any data or information entered, published and/or attached by the Users, 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 Users. In this case, the Company shall inform the master User of the removal or modification.

## **5.3. DISABLING AND DELETING AN ACCOUNT**

1. Users 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 privileges granted to the User will be disabled. The data will be stored by Meritocracy for the retention period described in the Privacy Policy.

2.2. Users can reverse the disabling process at any time.

3. Deletion.

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 Users, 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 concerning the Site, Platform, Services and/or these general conditions may be sent by email to [info@meritocracy.is](mailto: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.

2. 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