

# VISIOTALENT GENERAL TERMS AND CONDITIONS OF SALE APPLICABLE TO PROFESSIONAL RECRUITERS

*Last update 08/04/2018*

Visiotalent is an On-demand and Live video interviewing platform used in the recruitment process. It allows a Recruiter to screen a number of selected Candidates in order to identify very quickly the best. More generally, Visiotalent designs innovative tools dedicated to Recruiters.

Access to the Services is restricted to Recruiters who are Visiotalent clients and Candidates who are invited to submit a video by a Recruiter.

These general conditions apply to all services offered by the Visiotalent company to its users

In accordance with current regulations, Visiotalent conserve the right to modify certain clauses of these General Terms and Conditions of Sale, based on negotiations with the Recruiter, through the establishment of Special Conditions of Sale.

The Recruiter warrants that he has full legal capacity to enter into contracts and that he is at least 18 years of age and that he is entering into a contract in a professional capacity.

## ARTICLE 1 – DEFINITIONS

For the purposes of these terms and conditions, the following words, beginning with a capital letter, shall have the meanings assigned to them below:

### **"Visiotalent" or "We"**

This term refers to 19DSAS, a company with a capital of € 10,000, located in Lille (59000), at 7 rue de l' hôpital Militaire, registered in the register of commerce and companies of Lille Métropole under number 800.111.650.

And to

Visiotalent Italia Srl  
Indirizzo Sede legale MILANO (MI) CORSO GIACOMO MATTEOTTI 1 CAP 20121  
Indirizzo PEC visiotalentitaliasrl@legalmail.it Numero REA MI - 2124854 Codice fiscale 09968710963 Forma giuridica societa' a responsabilita' limitata  
Capitale 10.000 euro

**The service " :**

Access to the Visiotalent Site by the Candidates invited to record a video, and access to these videos by the Recruiters.

**"User" or "You":**

This term refers to any natural or legal person, merchant, accessing the Visiotalent Site, Recruiters or Candidates.

**"Recruiter (s)"**

This term refers to any user of a company that has subscribed to Visiotalent services for their recruitment operations.

**"Candidate (s)"**

This term refers to any natural person who has been invited by a Recruiter, as part of a recruitment campaign to use the video services of the site Visiotalent. Each Applicant using the Service declares to be the natural person who has been invited by the Recruiter and does not benefit from any external assistance for the realization of his video.

**"On-demand Visiotalent Service"**

This term refers to an asynchronous recording mode in which a Recruiter prepares written questions upstream and then invites one or more Candidates to respond by filming themselves with their webcam, tablet or smartphone.

**"Live Visiotalent Service"**

This term refers to a "face-to-face" mode of exchange in which a Recruiter invites a Candidate to an interview via the Internet and the use of the webcam.

**The "Site" or "Visiotalent Site"**

This term includes the Website [www.visiotalent.com](http://www.visiotalent.com), as well as all applications for mobile phone and / or electronic tablet allowing access to the Site.

**"Questionnaire" or "Recruitment Campaign"**

This term refers to all the questions prepared by the Recruiter and will be submitted to the Applicant as part of the On-demand Visiotalent Service.

**" Annual subscription "**

This term refers to the right for a Recruiter to use the Visiotalent Service for 12 months. It allows:

In the On-demand Service to the Recruiter to create an unlimited number of questionnaires and to invite an unlimited number of Candidates.

In the Visiotalent Live Service to invite an unlimited number of Candidates to exchange face-to-face (via a webcam).

**"User License" or "Deferred User License" or "Live User License"**

This term refers to the possibility for a user to access the Visiotalent interface .A license corresponds to a user who is associated with a username and password that are personal. The number of licenses a company has is the number of recruiters with access to the Visiotalent platform.

## **ARTICLE 2 - SCOPE OF APPLICATION**

These General Terms and Conditions of Sale apply without restriction or reservation to all the Services offered by Visiotalent to Recruiters wishing to benefit from the Services offered on the Site.

These conditions apply to the exclusion of all other conditions, and in particular to the exclusion of all terms and conditions of Sale of the Recruiter. By subscribing to these general conditions of sale, the Recruiter expressly accepts the primacy of these over his own general conditions.

These General Terms and Conditions of Sale are accessible at any time on the Site and will prevail, as the case may be, on any other version or any other contradictory document.

Unless proven otherwise, the data recorded by Visiotalent constitutes proof of all transactions. Changes to these General Terms and Conditions of Sale are binding on Recruiters from the moment they are posted online and can not be applied to transactions previously concluded.

The validation of the order by the Recruiter implies unreserved acceptance of these Terms and Conditions of Sale.

Any order on the Visiotalent Site implies the unconditional acceptance of the general conditions of use of the Site.

## **ARTICLE 3 - ORDERS**

The Recruiter who wishes to access the Services offered by Visiotalent must first subscribe to an annual subscription.

**The Contract is concluded for a period of one year and will renew by tacit renewal from year to year.**

**You can unsubscribe until thirty (30) days before the renewal date by sending a registered letter with acknowledgment of receipt.**

The start date selected is entered in the invoice and / or the contract. If there is no start date on the invoice, the billing date will prevail.

Subscription to a subscription form commits the Recruiter for 12 months unless otherwise agreed between the Parties. This agreement must be explicitly mentioned in the invoice to validate the derogation from the 12-month commitment.

In the event of cancellation of the order by the Recruiter after its acceptance by Visiotalent, for any reason except force majeure, the price paid by the Recruiter will remain acquired in Visiotalent.

## **ARTICLE 4 - RATES**

The Services provided by Visiotalent are supplied at the rates in effect on the day the order is placed as shown on the Website or, if applicable, in the specific business proposal to the Recruiter. Prices are in Euros, excluding and including VAT.

These rates are firm and not subject to revision during their period of validity, as shown on the Visiotalent Website.

In the event of a subscription and change to the Visiotalent rates schedule, we will send the Recruiter the new rate for the coming period. Unless there is an objection within 30 days of the amendment proposal being issued, the new fee schedule will be deemed to have been accepted by the Recruiter. In the event of objection, Visiotalent may terminate the subscription with one month's notice.

Special price conditions may be applied depending on the specific functions requested by the Recruiter concerning in particular the value of the order, the deadlines and the payment terms. A special commercial offer will then be sent to the Recruiter by Visiotalent.

An invoice is issued by Visiotalent and sent to the Recruiter when individual credits are ordered and each month for subscriptions. Invoices will be sent electronically. However, the Recruiter may ask Visiotalent to send invoices by post.

The Recruiter will not receive any reductions, rebates or discounts.

In the event of special requests by the Recruiter concerning the conditions of supply of the Services ordered, duly accepted in writing by Visiotalent, the related costs will be subject to specific additional billing, based on a quotation previously agreed in writing by the Recruiter.

## **ARTICLE 5 – TERMS OF PAYMENT**

5.1. The annual subscription is payable 30 days end of month, following receipt of the invoice unless otherwise agreed between the Parties. This agreement must be stipulated on the invoice to be valid.

5.2. Visiotalent accepts payments by bank transfers and bank checks. Each additional account opening will result in additional billing in accordance with the indicated fee schedule unless otherwise agreed by the parties

5.3. Visiotalent will not be obliged to provide the Services ordered by the Recruiter if the latter does not pay the price in accordance with the terms and conditions set out above. In case of payment by check, it is returned to the collection upon receipt. Payments made by the Recruiter will only be considered final after actual receipt of the sums due by Visiotalent.

5.4. In case of late payment and payment of sums due by the Recruiter beyond the above deadline, penalties of delay equal to 10% of the sums due, but not less than 500 €, and interest for late payment equal to the rate of legal interest plus 10 points, will automatically and automatically acquired in Visiotalent, without any formality or prior notice and will result in the immediate payment of all amounts due to Visiotalent by the Recruiter without prejudice to any other action that Visiotalent would be entitled to bring against the Recruiter in this respect.

In addition, a lump sum compensation for recovery costs, amounting to 40 euros, will be due by law and without prior notice by the Recruiter in case of late payment. Visiotalent reserves the right to ask the Recruiter for additional compensation if the recovery costs actually incurred exceed this amount, upon presentation of the receipts. In addition, Visiotalent reserves the right, in case of non-compliance with the terms of payment listed below. above, to suspend or cancel the provision of the Services in process ordered by the Recruiter.

## **ARTICLE 6 - USE OF THE SERVICE**

The Services governed by these terms and conditions are those which appear on the website and which are indicated as made by Visiotalent under its control. They are offered within the availability of Visiotalent.

The Services are described and presented as accurately as possible. However, if errors or omissions may have occurred regarding these Services, the responsibility of Visiotalent could not be engaged.

### **6.1. The On-demand Visiotalent Service:**

After having validly registered on the Visiotalent Platform, the Recruiter may create one or more recruitment campaigns for positions to be filled within his company. To this end, he will write a questionnaire for Candidates.

The questionnaires will be accessible to Candidates from the opening day of recruitment chosen by the Recruiter.

The Process works as follows:

After writing his questionnaire, under his sole responsibility, the Recruiter will send a link to the dedicated questionnaire on the Visiotalent Site to each Candidate.

The link will allow the Applicant to access the space dedicated to the said recruitment on the Visiotalent Site.

The Respondent will answer the questionnaire by recording his video on the Site. This video will be searchable by the Recruiter and any person of his company that he has designated for this purpose.

The Recruiter undertakes to inform each Candidate of the outcome of the recruitment procedure, even if it is negative.

### **6.2. The Visiotalent Live Service:**

The Process works as follows:

The Recruiter transmits an access to the Candidate by email to the video conference.

The Candidate clicks on the link present in the email and can without installing anything begin to exchange with the Recruiter.

Visiotalent undertakes to make its best efforts to provide the Service requested by the Recruiter within the time specified above. However, these deadlines are given as an indication and any overrun may not give rise to any damages, withholding or cancellation of the order by the Recruiter. However, if the Services ordered have not been delivered within 15 days after the order, for any other cause than the force majeure or the fact of the Recruiter, the sale can be solved at the written request of the Recruiter or Visiotalent . The sums paid by the Recruiter will be returned to him without delay, excluding any compensation or deduction.

The Recruiter declares to have read and accepted the general conditions of use of the Site and to adhere to it without reserve.

## **ARTICLE 7 – LIABILITY OF VISIOTALENT – WARRANTY**

In the event of difficulty with the Service, resulting in the inability to use the Website and/or the Service, Visiotalent's liability shall be limited to the price paid by the Recruiter for the said recruitment.

Visiotalent assumes no liability with regard to anyone whatsoever for any injury, loss or damage that may arise from the use or misuse of the Visiotalent Website or any elements on the Visiotalent Website or Services (including loss of opportunity to find a job or an employee, loss of revenue, loss of profit, loss of contracts, failure to achieve planned savings, costs and expenses incurred in vain, loss of data or intangible items).

Visiotalent is committed to exercising the utmost professional care in implementing the Services offered to Users. Nevertheless, it cannot be held responsible in the event of a breach of our contractual obligations because of a fortuitous event or force majeure such as, without limitation, catastrophes, strikes, fires, floods, failure or breakdown of equipment, means of transport, communication, failure of a sub-contractor or because of your actions.

Visiotalent cannot be held responsible in the event of violation of the general conditions of use of the Website.

## **ARTICLE 8- CLAIMS.**

All claims, whether amicable or judicial, relating to the performance of the Services must be made within one year from the completion of the Services

## **ARTICLE 9 – MAJOR FORCE.**

Any circumstances beyond the control of the parties, preventing the performance of their obligations under normal conditions, shall be considered as grounds for exoneration from the obligations of the parties and shall lead to their suspension.

The party invoking the circumstances referred to above must immediately notify the other party of their occurrence and of their disappearance.

Will be considered as force majeure all facts or circumstances irresistible, external parties, unpredictable, inevitable, beyond the control of the parties and can not be prevented by them, despite all efforts reasonably possible. Expressly, are regarded as case of force majeure or fortuitous cases, besides those usually retained by the jurisprudence of the French courts and tribunals: the blocking of means of transport or supplies, earthquakes, fires, storms, floods, lightning, the shutdown of telecommunication networks or difficulties specific to telecommunication networks external to customers.

The parties will come together to review the impact of the event and agree on the conditions under which the contract will be continued. If the case of force majeure has a duration greater than three months, these terms and conditions may be terminated by the injured party.

## **ARTICLE 10 - CONFIDENTIAL INFORMATIONS.**

Each party agrees not to disclose confidential information received from the other party.

Confidential information refers to information of any kind, visual or oral, on any medium whatsoever, relating to the structure, organization, business, internal policies, projects and personnel of each party.

Subject to the exceptions set out below, this confidentiality obligation will take effect for a period of 5 years after the end of the services.

Also confidential, the content of services and reports, letters, information, notes, quotes, provided by Visiotalent during the performance of services. These documents are communicated to the Recruiter for strictly internal use and provided that they are not disclosed to third parties or annexed to a document that he or she would produce. If the Recruiter wishes that all or part of these documents be disclosed to / or used by a third party, he must ask Visiotalent for a prior written authorization. Modalities applicable to this disclosure will then be fixed.

#### 10.1 Excluded information.

The obligations and restrictions set out above do not apply:

- confidential information that belongs to the public domain, or was acquired freely before the start of the service;
- are or become known otherwise than as a result of a violation of this section;
- are or become known through other sources not subject to a disclosure restriction;
- or must be communicated by virtue of a legal or professional obligation or at the request of any judicial or regulatory authority empowered to require the disclosure of confidential information.

Subject to its confidentiality obligations, the provider reserves the right to perform services for companies competing with that of the buyer.

#### 10.2 Other obligations.

The Recruiter recognizes and accepts:

- that the Parties may, unless the other party expressly requests otherwise, correspond or transfer documents by e-mail circulating on the Internet;
- none of the Parties exercises control over the capacity, reliability, access or security of such e-mails;
- that Visiotalent will not be held responsible for any loss, damage, expense or damage caused by the loss, delay, interception, misappropriation or alteration of any electronic mail caused by any fact.

## **Article 11- Prohibitions.**

It is strictly forbidden to introduce on the Visiotalent Platform any content infringing the rights and freedoms of any person.

Visiotalent reserves the right to:

a) Delete a content, opinion, comment when their contents are:

- Defamatory, obscene, abusive, violent or threatening or incites to commit a prohibited act according to the French law,

- Does not respect the dignity of persons and the principle of non-discrimination because of race, religion, opinion, nationality, disability or other personal or social circumstance,
  - Subscribed by a person posing as a third person or using personal data of third parties,
  - Promote products or services or publish messages containing information about other websites or applications for commercial purposes,
  - Reproduce totally or partially texts belonging to other authors.
- b) Delete images of people who have not given their permission to appear on the site of Visiotalent.
- c) Eliminate comments that are inappropriate or do not meet the standards established by Visiotalent.
- d) Prohibit access to users who do not comply repeatedly with the standards established by Visiotalent.

Visiotalent reserves the right to decide which Recruiters can use its platform.

## **ARTICLE 12. - INTELLECTUAL PROPERTY.**

The content of the site is the property of Visiotalent and its partners and is protected by French and international laws relating to intellectual property.

Any total or partial reproduction of this content is strictly prohibited and may constitute a forgery offense.

Visiotalent remains the owner of all intellectual property rights attached to the Services sold to the Recruiter. The Recruiter is therefore prohibited from any exploitation or reproduction of the Visiotalent brand and the distinctive signs attached thereto without the express, prior written consent of Visiotalent, which may condition it to a financial counterpart.

With regard to the content recorded and uploaded by the Candidates on the Platform, the Recruiter undertakes not to use it for any purpose other than the recruitment of the candidate for the position advertised in the recruitment campaign.

The Recruiter is prohibited from communicating this content to third parties and therefore releases Visiotalent from any liability that may result from improper use or unauthorized communication.

## **ARTICLE 13. - INFORMATICS AND FREEDOMS.**

13.1 The information concerning the Recruiter and his staff collected as part of the Service is recorded in a file computerized by Visiotalent - 19D, SAS located at 2 rue Fourier - 59000 Lille.

These data are used for:



- the management of the commercial relation, the follow-up of its order and the establishment of its invoice. These data will be kept for a maximum of 24 months

- The use of Visiotalent products

This data will be deleted within three (3) months after the end of the contract.

Certain usage data (eg connection logs) may be retained for a longer period in order to meet our legal obligations and our security and traceability standards. In this case, this data will be encrypted.

In accordance with the European Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and the free movement of such data, we inform you that you can exercise your right of access, opposition, rectification and portability, but also request the deletion or limitation of the processing of data concerning you by writing an email to the following person:

**dcp@visiotalent.com with the subject: "Personal Data Access"**

Or by mail to:

**Meteojob-Visiotalent Group**  
**"Security and Data Protection Committee"**  
**40 rue de la Boetie - 75008 Paris**

Visiotalent has appointed a Data Protection Officer. This is M. Thomas Richard  
**dpo@visiotalent.com**

The Recruiter is informed that he can refer to the GPDP any complaint relating to the processing of his data.

13.2 Visiotalent is responsible for the processing of data by the Recruiters, and will access the personal data processed by the Recruiter only and in accordance with the instructions that will be given to him or regarding the operations necessary for the maintenance of the Visiotalent platform. Thus the personal data processed by the Recruiter as controller will be used for an application or other purpose than the one described here. Visiotalent will not be able to communicate them to third parties and undertakes to adopt in this data all necessary measures to guarantee their security.

Applicant registrations will be removed from Visiotalent's servers within two months of the campaign being closed by the recruiter, or without action by the recruiter, within a maximum of 24 months and may not be downloaded or communicated to third parties not authorized by the Recruiter.

## **ARTICLE 14.- TOLERANCE.**

The fact that one of the Parties has not required the application of all or part of the commitments stipulated in these terms and conditions, whether permanently or temporarily, can not be considered as a modification of these terms and conditions or as any right in favor of the Recruiter or Visiotalent.

## **ARTICLE 15- PARTIAL NON-VALIDATION.**

If one or more stipulations of the present general conditions are held for invalid or declared such under a law, a regulation or following a final decision of a competent jurisdiction, the other stipulations will keep all their force and their reach.

## **ARTICLE 16 - DISPUTES-LANGUAGE**

These conditions of sale have been drawn up in French. If they are translated into one or several languages, only the French text shall prevail in the event of a dispute.

These general terms and conditions are governed by French law.

All action arising from this contract shall be commenced within one (1) year from the fact that gave rise thereto. This conventional prescription remains subject to the ordinary legal grounds for suspension and interruption.

ALL DISPUTES RELATING TO THE EXECUTION OF THESE GENERAL CONDITIONS, TO THEIR INTERPRETATION OR THOSE THAT MAY ARISE SUBSEQUENTLY OR CONSEQUENTIALLY, SHALL BE SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURT OF LILLE (FRANCE).