

General conditions of use of the Visiotalent site

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PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE VISIOTALENT WEBSITE/SERVICE

I

General overview of Visiotalent

Welcome to the www.visiotalent.com website and services

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 Website is restricted to Recruiters who are Visiotalent clients and candidates who are invited to submit a video by a Recruiter.

The purpose of these conditions of use is to define the terms and conditions under which the User is authorized to use the Visiotalent Website. They apply to the exclusion of all other conditions, including those applicable to other marketing channels of these services.

These terms and conditions are available at any time on this website and prevail, if necessary, over any other version or any other contradictory document.

II

User Acceptance

Should a natural or legal person access and consult the Visiotalent Website this shall imply full acceptance of and adhesion to these General Conditions of use, as expressly acknowledged by the User, who agrees, in particular, to refrain from invoking any contradictory document, which would be unenforceable against Visiotalent.

Visiotalent asks Users to read these condition carefully before starting to use the Website and to print a copy of these general conditions for easy reference.

This page (and other documents to which it refers) provides information on the conditions under which you may use our website www.visiotalent.com, as guest or as a registered User.

By using the Visiotalent Website, you accept these conditions of use and you agree to comply with them. If you do not accept these conditions, please do not use the Visiotalent Website.

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.

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, 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 "On-demand 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 - USE OF THE VISIOTALENT WEBSITE

For Recruiters, our products are available for sale on the Visiotalent Website. You simply

2.1 You are not authorized to use the Visiotalent site or its contents :

- for commercial purposes, outside the Visiotalent project ;
- For a purpose other than professional recruitment (except agreement between the parties) and especially as a dating site, for the purpose of reselling, including the systematic extraction and, or the reuse of all or part of the contents of the Visiotalent site (for example lists or nomenclatures of articles, descriptions, prices), download (other than the screenshot) or modify the Visiotalent site or any portion thereof, or any purpose or effect that would be contrary to the law.

The use of our services may require the use of cookies.

- For Recruiters, our products are available for sale on the Visiotalent website. All you need to do is follow the instructions that will be provided on the screen.

If you order services, whatever they are, your contract with us will be governed by our Terms and Conditions that you can find here:
<https://www.visiotalent.com/cgv.html>

- For Candidates, access to the Site and the recruitments that take place there is only possible at the invitation of the Recruiter

2.2 The Services governed by these terms and conditions of use 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.

2.2.1. 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 result of the recruitment procedure, even if it is negative.

2.2.2. 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, to the exclusion of any compensation or retention.

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

Article 3- 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 4: CANDIDATE COMMITMENTS

Each Candidate using the Service confirms that they are the natural person who has been invited by the Recruiter and that they have not used any external assistance to make their video.

Candidates undertake to answer the questionnaire provided by the Recruiter as honestly as possible and confirm that what they say during the recruitment is accurate.

Each Candidate is prohibited from disclosing the content of the questionnaire to which s/he has responded to any third party and in particular to another Candidate. S/he commits to the strictest confidentiality regarding the recruitment process.

The Candidate commits to behave in an appropriate manner for a recruitment interview in the video that will be taken of him/her as part of the Service. In any event, the Candidate is prohibited from any act or deed that is against the law, immoral or indecent. Visiotalent may, in the event of a conflict with the law, morals or decency, refuse to send the Questionnaire to the Candidates and refuse to send the videos to the Recruiters.

Users also agree to refrain from any abusive, deceitful, discriminatory or defamatory comments and any personal questioning of a third party or another User. Visiotalent cannot be held liable in the event of comments of this type on the platform or on any other media (email, paper, phone, etc.). In the event of any violation of the law, Visiotalent is authorized to pass on the relevant videos and/or questionnaires to the public prosecutor.

ARTICLE 5: RECRUITER COMMITMENTS

Recruiters undertake to ensure full confidentiality of the applications received. They are forbidden from transmitting videos to a third party by any means and/ or using these videos in another context than the recruitment project declared to Visiotalent.

Recruiters are forbidden from publishing these videos on the internet or via any medium, and for whatever reason.

The Recruiter is forbidden from using these videos for the purpose of any discrimination in the recruitment including physical, racial, sexual, religious, etc..

The Recruiter alone is responsible for the questions posed to the Candidates as part of the Service. It is forbidden to ask questions that are against the law, immoral or indecent.

Despite the best efforts of Visiotalent in respect of this rule, in the event of its violation, only the Recruiter can be held liable, exempting Visiotalent from any liability. The Recruiter shall hold harmless Visiotalent in respect of any judgement which might be issued against it in this regard.

In the event of any violation of the law, Visiotalent is authorised to pass on the relevant videos and/or questionnaires to the public prosecutor.

Only Recruiters will be authorized to inform Candidates about the recruitment process.

ARTICLE 6 – LIABILITY OF VISIOTALENT

Visiotalent is a platform that allows the recording of videos as part of a recruitment process and is not involved in the recruitment decision. Users release Visiotalent from any liability with regard to the success of a recruitment or an application.

Visiotalent carries out no prior selection in the choice of Recruiters and/or Candidates. Except in the event of violation of the commitments defined herein, Visiotalent shall transmit all Candidate videos to the Recruiters without having viewed them.

The Visiotalent Website is provided "as is". While we have taken great care in preparing the content of the Visiotalent Website, we cannot guarantee its accuracy or that it is free of errors. We cannot be held responsible for any errors or omissions or any technical difficulties you may encounter on the Visiotalent Website.

We assume 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 (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).

We are committed to exercising the utmost professional care in implementing the Services offered to Users. Nevertheless, we 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 or because of your actions.

In no event shall Visiotalent, its representatives or employees be held responsible for specific direct or indirect economic losses, whether or not these losses are foreseeable or caused by the negligence of Visiotalent in connection with or resulting from the use of the Visiotalent Website.

You fully indemnify Visiotalent, its partners, directors, managers and employees and hold them harmless in respect of any third party claim related to the use of any part of the Visiotalent Website or any content or any application related to the Website.

Article 7 – HYPERTEXT LINKS

The establishment by you of any hypertext links to all or part of the site is strictly prohibited, unless prior written permission of Visiotalent, requested by email to the following address: sgavelle@visiotalent.com

Visiotalent is free to refuse this authorization without having to justify in any way its decision. In the event that Visiotalent grants its authorization, it is in all cases only temporary and may be withdrawn at any time, without obligation of justification at the expense of the publisher.

In any case, any link must be removed upon simple request from Visiotalent. Any information accessible via a link to other sites is not under the control of Visiotalent, which declines all responsibility for their content.

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: ASSIGNMENT - USE.

The use of the User account is personal.

Recruiters therefore refrain from assigning, transferring or licensing these rights to anyone.

Visiotalent will publish this information only if the Recruiter has formally authorized it in accordance with the procedure provided for this purpose on the site.

In this case, they release Visiotalent from any liability for the consequences of this use, which must in all cases be in accordance with these terms and conditions.

ARTICLE 11 - CONDITIONS OF ACCESS TO THE VISIOTALENT SITE.

Access to the Visiotalent Site is permitted on a temporary basis and we reserve the right to remove or modify the Service we provide through the Visiotalent Site without notice.

We exclude all liability if, for any reason, the Visiotalent Site was temporarily unavailable at any time and for any period.

Periodically, we may restrict access to some or all parts of the Visiotalent Site.

It is your responsibility to take all the necessary measures to enable you to access the Visiotalent Site. It is your responsibility to ensure that all persons accessing the Visiotalent Site through your Internet connection are aware of and comply with these terms and conditions.

ARTICLE 12 - INTELLECTUAL PROPERTY RIGHTS.

The elements published on the Visiotalent Site are protected by copyright, trademark law, database law and other intellectual property protection laws and conventions around the world. All these rights are reserved.

You must not modify in any way the paper copies or digital copies of all the elements that you have printed or downloaded and you must not use any illustration, photograph, video or audio or graphical representation dissociating them from the text that could accompany.

If you print, copy or download any portion of the Visiotalent Site in violation of these Terms of Use, your right to use the Visiotalent Site will cease immediately and you will then, if we feel it, return or destroy all copies of elements that you could have done.

The use of the Visiotalent Site does not authorize you to associate or make use of the brands, models, presentations and logos, whatever they may be, contained in it.

The Visiotalent name and all logos appearing on the Site are trademarks owned by Visiotalent or its partners.

ARTICLE 13 - THE VISIOTALENT SITE IS AMENDED REGULARLY.

We aim to update the Visiotalent Site and ensure the continuity of the Service on a regular basis and may change its content at any time. If necessary, we may suspend access to the Visiotalent Site or the Service for an indefinite period. At any time, it is possible that any element appearing on the Visiotalent Site is out of date and we have no obligation to update or update it.

ARTICLE 14 - VIRUSES, COMPUTER PIRACY AND OTHER INFRACTIONS.

You must not use the Visiotalent Site for any harmful purpose through the deliberate introduction into the system of viruses, Trojans, worms, logic bombs or other intentionally or technologically harmful elements.

You must not attempt to access the Visiotalent Site, the server on which the Visiotalent Site is stored or any server, computer or database connected to the Visiotalent Site without being duly authorized for that purpose.

You must not attack the Visiotalent Site or the Service in the form of a denial of service attack or a distributed denial of service attack.

By violating these provisions, you would be guilty of the offenses referred to in Articles 322-1 et seq. And 323-1 et seq. Of the Penal Code. We may report any such breach to the authorities and bodies responsible for enforcing the

relevant legislation, and we will cooperate with them by disclosing your identity.

In the event of such violation, your right to use the Visiotalent Site and our Service will cease immediately.

We will not assume any liability for any loss, damage or loss that may be caused by an attack of denial of service, viruses or other technologically harmful or dangerous elements that could infect your computer equipment. , your programs, your data or other proprietary elements as a result of the use of the Visiotalent Site, or on any Linked Site.

ARTICLE 15 - LINKS FROM THE VISIOTALENT SITE.

In the event that the Visiotalent Site contains links to other sites and resources made available by third parties, these links are provided for information purposes only.

We have no control over these sites or resources and we can not be held responsible for any damage, loss or damage that may arise from your use.

ARTICLE 16 - AMENDMENTS TO THE TERMS OF USE.

We may revise these terms of use by modifying this page.

It will be up to you periodically to check this page to take note of the modifications which would have been made there, because these are you

ARTICLE 17: RESPECT FOR PRIVATE LIFE.

17.1. Personal data.

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, it is recalled that the personal data requested of you are necessary for the functioning of the Site.

Candidate records will be removed from Visiotalent's servers within a maximum of 24 months and may not be downloaded or disclosed to third parties not authorized by the Recruiter / Evaluator.

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 **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 User is informed that he can refer to the DPA (Data Protection Authority) any complaint relating to the processing of his data.

All personal data about you is treated with the utmost confidentiality, in accordance with the provisions of our policy of protection of personal data.

All Visiotalent employees have received awareness training on the protection of Personal Data and compliance with the DPA.

They also adhere to the Visiotalent Computing Charter incorporating these themes.

For any other question concerning the protection of your personal data, you can send us an e-mail via our contact page.

Visiotalent strictly forbids to divulge, exchange or sell the personal data collected.

Nevertheless Visiotalent is authorized to keep your email addresses, in the durations and conditions provided by law.

We need this information to understand your needs and provide you with better service, especially for the following reasons:

We may use this information to improve our Site (we are constantly seeking to improve the offers of our Site through the information and feedback you provide us).

We may use this information to improve our services.

From time to time, we may send promotional emails about new products, special offers or other information that may be of interest to you to the address you provided.

We may also use your information to contact you for market research purposes.

We may use this information to customize the Site to suit your interests.

17.2. Interviews videos of candidates.

A candidate interview video only makes sense in the context of the relevant recruitment. It is not possible to view the video of a candidate who applied for an offer already provided.

Visiotalent makes a commitment to candidates to delete their interview video once the relevant recruitment process is completed and within a maximum of 24 months.

Users will therefore see videos removed from their space and can not turn against Visiotalent on this subject.

17.3. Cookies.

Visiotalent uses cookies to identify the pages used. This allows us to analyze the traffic data of the Internet pages and to improve our Website to adapt it to the needs of the Users. This information is used only for statistical analysis and the data is then deleted from the system. We inform you that you can oppose the registration of these "cookies" by configuring your computer as detailed on the site <https://www.privacycommission.be/>

ARTICLE 18 : Cookies

Visiotalent uses cookies to identify pages used. This allows us to analyze data relating to web page traffic and to improve our Website to better suit the requirements of our Users. This information is only used for statistical analysis and the data is then deleted from the system. You can choose to

reject "cookies" by configuring your computer as detailed on the Website <https://www.privacycommission.be/>

ARTICLE 19 : TOLERANCE

If either of the Parties does not require the application of all or part of the commitments stipulated in these terms and conditions, either permanently or temporarily, this cannot be regarded either as a modification of these general conditions or as any right in favour of the User.

ARTICLE 20 - JURISDICTION AND APPLICABLE 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).

HOWEVER, THE PARTIES UNDERTAKE TO NEGOTIATE IN GOOD FAITH TO FIND AN AMICABLE SOLUTION FRIENDLY PRIOR TO BRINGING PROCEEDINGS BEFORE THE COMPETENT COURT. SHOULD FOUR WEEKS PASS WITH UNSUCCESSFUL NEGOTIATIONS, EITHER PARTY MAY APPLY TO THE COURT.

These conditions 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.