GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions are the translation of the original document written in French. In case of differences between the original document and this translation, the original document would be the one that prevails.

Article 1. Scope

These general terms and conditions of sale of services (hereinafter the “General Terms and Conditions”) are concluded between:

- HELLOWORK, société par actions simplifiée unipersonnelle (simplified single shareholder company) with share capital of 168 672 €, whose registered office is located at 2 rue de la Mabilais, Rennes, France, registered at the Rennes Trade and Companies Register under number 428 843 130, and represented by Mr. Jérôme ARMBRUSTER its Chairman,

Hereinafter referred to as “HELLOWORK”,

and

- Any professional customer identified by its RCS (Trade and Companies Register) number benefiting from the services provided by HELLOWORK and as described hereunder, including in connection with participation in a trial offer of services, party of the second part,

Hereinafter referred to as the “Customer”

HELOWORK and the Customer may be referred to hereunder collectively as the “Parties” and individually as a “Party”.

In accordance with the legislation currently in force, these General Terms and Conditions are systematically provided to any Customer, as appropriate, to enable it to place an order with HELLOWORK.

Any order for services provided by HELLOWORK, as well as any participation in a trial offer of services, implies that the Customer fully and unreservedly accepts these General Terms and Conditions.

These General Terms and Conditions prevail any other document or exchange:
- Prior to the Order, as defined below,
- Or subsequent and not formalized by an express, written and signed amendment of the Parties.

These General Terms and Conditions are completed by the Order Form, as defined below, and form a legally binding agreement between the Parties (hereinafter the "Agreement").

In case of contradiction between these General Terms and Conditions and the Order Form, Parties agree that the provisions of the Order Form shall prevail over the General Terms and Conditions.

Parties agree that these General Terms and Conditions may be amended at any time by HELLOWORK.

The General Terms and Conditions applicable to any supply of services shall be those in effect on the date of the order. HELLOWORK invites Customer to read them before placing a new Order.

The fact that either of the Parties does not exercise, at any time, a prerogative recognised by these General Terms and Conditions may not, under any circumstances, be interpreted as an express or tacit right to exercise such prerogative in the future.
If one or more provisions of these General Terms and Conditions are held to be invalid or declared as such pursuant to a law, regulation, or following a final decision by a court having jurisdiction over the matter, the other provisions shall remain in full force and shall retain their full scope.

Article 2. Definitions

Whenever they are used herein, the terms below shall have the following meaning, whether used in the singular or plural form:

- **“Advertising”**: means the advertising messages, other than a Posting, relating to any recruitment drive and/or any other event relating to the recruitment activities of a company and/or to the promotion of its image as an employer.
- **“Candidate”**: means any natural, non-professional person who is a member of the Website and is seeking employment.
- **“Curriculum vitae” or “CV”**: means a document prepared by the Candidate detailing, in particular, his or her professional background, education, and professional interests.
- **“CVthèque”**: means the area on the Website that is intended for the hosting and dissemination of CVs.
- **“Order”**: means any order for Services.
- **“Order Form”**: means the document that confirms the placing of an Order once it is signed by the Customer.
- **“Posting”**: means the job posting distributed online on the Website.
- **“User”**: means any Website visitor. Automated systems or software accessing the Website are expressly considered as non-legitimate users of the database available on the Website or as not having lawful access to the database available on the Website.
- **“Website”**: means all of the employment-related websites and mobile applications published by HELLOWORK with the exception of the Websites and/or mobile applications offering services with specific general terms and conditions of sale.

Article 3. Description of Services

The proposed services, hereinafter the **“Services”**, specifically enable:

- Users to view Postings;
- Candidates to upload their CV online and to respond to Postings;
- Customers to submit their Postings and to view and sort Candidate responses, to access the CVthèque, to access to specific profile databases and to disseminate a Posting.

HELOWORK reserves the right to improve the Website and to develop the Services offered to the Customer. HELLOWORK may inform the Customer as soon as practicable.

Customers, having taken note of the characteristics of the Services prior to any Order, shall choose, under their sole responsibility and in accordance with their needs as they have previously identified them prior to any Order, the Service(s) from which they wish to benefit.

As a consequence, Customers shall be responsible for selecting the Services that best suit their needs.

In any event, the characteristics of the Services may be provided to Customers by HELLOWORK upon their request.
Article 4. Conditions for access to the Services and the Website

4.1. Pre-requisites:

Customers shall be personally responsible for setting up the IT and telecommunications resources required to access the Services they have ordered and the Website.

In particular, Customers shall ensure the compatibility of their IT equipment and software installed to access the Website. Customers shall bear the costs of their telecommunications expenses when accessing the internet and using the Website.

4.2. Access to the Website:

The Website and its Services are, in principle, accessible twenty-four (24) hours a day and seven (7) days a week, subject to any suspensions due in particular to breakdowns, failure, or paralysis of the network, system and/or telecommunications resources, as well as corrective, preventive and/or ongoing maintenance operations required for the updating and proper functioning of the Website.

4.3. Reversibility:

Customers shall be personally responsible for backing up the data they have uploaded to or downloaded from the Website.

Article 5. Orders

5.1. Customers shall give to HELLOWORK the corresponding Order Form established for this purpose by HELLOWORK, duly signed by the Customer (this signature may be handwritten or electronic).

5.2. Any modification and all terms thereof made by HELLOWORK upon its confirmation of an Order shall be deemed accepted by the Customer if the Customer fails to submit a written complaint within two (2) business days of the date on which the Customer was informed of such modification.

HELOWORK reserves the right to refuse any Order that contravenes applicable regulations, public laws, or public decency, or originating from a Customer with which there is an unresolved dispute concerning the payment of a previous Order.

5.3. Orders shall only be validly constituted after the actual payment of any required deposit.

Any deposits paid by Customers shall in no case constitute a deposit which, in the case of abandonment of the latter, would entitle Customers to withdraw from their Order. No Order may be cancelled by a Customer without the approval of HELLOWORK.

5.4. The Customer is the sole beneficiary of an Order and such benefit cannot be transferred without the advance, express, written authorisation of HELLOWORK.

5.5. Customers guarantee that the information they provide at the time of the Order is accurate and up-to-date. Every Customer in question must spontaneously and immediately ensure that the data in their personal online account is up-to-date. Customers shall, under all circumstances, be solely responsible in case of a malfunction of the Services due to the incorrect and/or incomplete nature of the information provided and/or updated by them.

5.6. However, any Order Form shall be binding on the Customer from the moment it is signed, irrespective of who places or signs such Order Form.
Article 6. Duration of the supply of Services – Early termination

6.1. The Services are, in principle, provided for a fixed period of time specified in the specific terms and conditions of each Service, and which shall take effect from the date set out in the Order Form.

Unused Services cannot be carried over for a period of time exceeding that provided for under the specific terms and conditions.

6.2. In general, in the event that Customers fail to perform any of their obligations, and specifically in case of a payment delay, the supply of Services may be immediately and automatically suspended by HELLOWORK following the provision of notice, and without Customers being entitled to any compensation whatsoever as a result of such suspension.

6.3 Each Party may also terminate the Order automatically and with immediate effect by registered letter with acknowledgement of receipt if the other Party breaches any of its contractual obligations withoutremedying such breach within fifteen (15) calendar days following receipt of a formal notice to comply that also states the intention to enforce this clause sent by the aggrieved Party by registered letter with acknowledgement of receipt.

In case of early termination due to a breach by a Customer of any of the Customer's obligations, the Customer will not be entitled to a refund of any amounts already paid. In addition, the Customer will be immediately liable for all the amounts due to HELLOWORK, without prejudice to any other damages that HELLOWORK would be entitled to claim in connection with this early termination.

6.4. In any event, the Customer's rights of use shall immediately and automatically terminate on the date of termination of the supply of Services for any reason whatsoever.

6.5. When any Customer does not use the Services or whose personal data does not enable contact by email for twelve (12) consecutive months, HELLOWORK reserves the right to terminate unilaterally the supply of Services and to close the account in question.

Article 7. Time limits for the performance of Services

7.1. Unless otherwise provided, the time limits given for the performance of Services are given for reference purposes only.

7.2. In any event, Customers may not contest any delay in performance and/or delivery due to force majeure, a failure by a third party, or the failure of Customers to comply with one of their obligations towards HELLOWORK, in particular in terms of payment, or if HELLOWORK does not gain possession in a timely manner of the information necessary for the performance of the corresponding Services.

Article 8. Prices

The Services are provided at the price in effect on the date of the Order as well as the date of any potential renewals.

Prices are stated in euros and exclusive of taxes.

In the event that the Customer does not use all of the Services covered by the Order, no total or partial refund of the Order price will be owed to the Customer by HELLOWORK.
Article 9. Payment methods

9.1 Orders are payable either by bank transfer or by cheque within thirty (30) days of the end of the month.

HELLOWORK reserves the right to request the payment of an advance payment at the time of the Order. Payments made in multiple instalments must be made by direct debit.

9.2 In any event, HELLOWORK may require any guarantee, advance payment, shorter payment due date, and/or cash payment before the performance of the Orders, in particular for first Orders, in the event of a risk of insolvency on the Customer's part and/or in the event of collection difficulties and/or in the absence of references deemed satisfactory by HELLOWORK.

9.3. The payment will be deemed to have been made once the funds are made available for the benefit of HELLOWORK, i.e. the day on which the amount is credited to one of HELLOWORK's accounts.

9.4. No discount will be granted in the event of early payment.

Article 10. Late payment

10.1. In the event of late payment or non-payment after a payment due date, late fees will automatically be applied, without the need for a reminder, and will be calculated from the due date until the date of actual payment at the most recent ECB refinancing rate, plus 10 points.

Any late payment will also automatically result in the payment of a flat fee of forty (40) EUR for collection costs. If the actual collection costs are higher, HELLOWORK reserves the right to charge an additional fee on presentation of supporting documents.

10.2. In addition, any late payment will automatically result, if it is deemed necessary by HELLOWORK, in the immediate suspension of the supply of Services in progress, following provision of notice, the cancellation of all credit notes, discounts, or rebates, exclusive of taxes, acquired on invoices already issued or to be issued, and all amounts due to HELLOWORK will immediately become payable.

10.3. In case of non-payment, and when no response has been received within fifteen (15) calendar days after the first presentation of a reminder, HELLOWORK may terminate automatically the corresponding Orders as well as all unpaid Orders, whether delivered/ performed or in the process of being delivered/ performed, and whether or not payment has become due. HELLOWORK will then retain any advance payments that have been made, without prejudice to any other damages and other costs it may be entitled to claim.

10.4. The Customer is prohibited from making a complaint against HELLOWORK to defer the date of a full or partial payment. HELLOWORK reserves the right at any time to set or reduce the Customer's outstanding amount owed and to adapt its payment terms.

10.5. Any claim made in connection with invoicing must be made within fifteen (15) days of the issuance of such invoice. After this time, the invoice will be deemed irrevocably accepted in its entirety by the Customer.

10.6. For public-sector Customers, if an invoice that has reached its due date is not paid, even partially, default interest will automatically be applied and will be calculated from the due date until the date of actual payment.
Article 11. Customer Account – Login ID and Password

In the event that the Services ordered by the Customer result in the creation of a customer account, a personal login ID and a password will be communicated to it.

These elements will be transmitted to Customer only after payment of any deposit.

For security and confidentiality reasons, only the combination of these two codes will enable Customers to access their account.

The login ID and password serve as proof of the Customer’s identity and render the Customer liable for any use thereof. They have the status of electronic signature within the meaning of Article 1367 of the French Civil Code (Code civil).

Customers must ensure that they have logged out of their account at the end of each session on the Website.

Customers are solely responsible for their login ID and password. Customers must ensure that they do not provide their login ID and password to third parties or unauthorised staff members and must ensure the security of their communications and the storage of their data in order to prevent the hacking or dissemination of the login ID and password to any unauthorised person.

In any event, Customers alone shall bear any consequences resulting from the loss and/or fraudulent use of their login ID and password by any unauthorised person. HELLOWORK does not accept any liability in this regard.

In case of theft or loss of a login ID and/or password, or in case of use by an unauthorised third party, Customers must immediately inform HELLOWORK at the following address: webmaster@hellowork.com.

Article 12. Customers’ general obligations

12.1. In general, every Customer must use the Website and each of the Services:

- fairly;
- in compliance with these General Terms and Conditions,
- the rules of good conduct on the internet,
- and legal provisions in effect.

12.2. Customers are prohibited from using any of the Services proposed on the Website in connection with illegal activities and/or activities that are contrary to public decency.

12.3. The Website cannot be used directly or indirectly by Customers for purposes other than the use of the Services.

Customers are prohibited from using the Services and benefiting from the results related to the use of such Services for reasons other than on their own behalf and for their personal benefit. Customers are therefore prohibited from assigning the rights they hold hereunder to any third party.

In particular, the use of all CVs, job applications, and the benefit of any contact that is made with Candidates are exclusively reserved for Customers of HELLOWORK.

12.4. Customers may not post personal information about third parties.
12.5. Customers are specifically prohibited from:

- displaying, issuing, downloading/uploading and/or transmitting, by email or by any other means, any content of a defamatory or offensive nature, that is not in conformity with reality, or which would be contrary to the laws in effect in France;
- displaying, issuing, downloading/uploading, and/or transmitting, by email or by any other means, any content including computer viruses or any other code, file, or program designed to interrupt, destroy, or limit the functionality of any software, computer, or telecommunications tool, without this list being exhaustive;
- interfering with or disrupting the Services, servers, networks connected to the Services, or refusing to comply with any requirements, procedures, general rules or regulatory provisions applicable to networks connected to the Services;
- using the Services and the Website in a way that could, in any way: o infringe the rights and interests of third parties, in particular intellectual property rights; o render unusable, overload, or damage the Website and/or the Services; o harm or prevent the normal use and enjoyment of the Services and Website for other Users;
- attempt to mislead HELLOWORK by usurping the name or company name of other persons;
- forge headers or otherwise manipulate the identifying details in order to conceal the origin of the content transmitted via the Website;
- reproduce, copy, resell, or exploit for commercial purposes of any kind, all or part of the Services, any use of the Services, or any right of access to the Services;
- extract or scrap, all or part, of the Website to use it for purposes other than those provided for in the Agreement; 
- infringe, whether or not intentionally, any national or international law or regulation in effect.

12.6. Customers are solely and fully responsible for the content they display, issue, download/upload, and/or transmit, by email or by any other means, on the Website. HELLOWORK shall incur no liability in respect thereto.

12.7. By registering on the Website and publishing information about itself, the Customer authorises HELLOWORK to incorporate such information into the various pages and sections of the Website.

12.8 HELLOWORK makes available to the Customer the data related to the Candidates in a secure online interface. In the event that the Customer wishes HELLOWORK to transmit the data by any means whatsoever, the Customer agrees that all data related to the Candidates will be transmitted or stored in a secure space.

12.9. Customers undertake to allow the representatives or any other agent of HELLOWORK to ensure that the use of the Services and the Website comply with the clauses and terms of these General Terms and Conditions and with the specific terms and conditions.

12.10 In general, in case of a failure by Customers to perform any of their obligations hereunder or any other of their specific contractual obligations, their corresponding rights of use may be immediately and automatically suspended following provision of notice.

12.11. In any event, the Customer undertakes to warrant HELLOWORK against any action, complaint, or claim that may be filed against it by a Candidate, a User, the public authorities, or any third party with respect to the Customer's non-compliance with any of the above obligations.

Article 13. Specific terms and conditions relating to publish Posting

13.1 Customer undertakes to publish Postings that comply fully with applicable regulations, and specifically Articles L. 5331-1 et seq. of the French Labour Code (“Code du travail”). In particular,
Customer undertakes to draft Postings that describe clearly the main characteristics of the position to be filled, without introducing any discriminatory conditions for hiring.

Customer acknowledges and expressly accepts that any information and assistance provided by HELLOWORK in connection with the wording of the Posting have an informative value only and that it is solely responsible for the content of the Posting.

Customer undertakes, as a consequence, to warrant HELLOWORK against any action, complaint, or claim that may be filed against it by a Candidate, a User, the public authorities, or any third party with respect to the content of the Posting, the presentation thereof, and, generally, its dissemination on the Website.

Customer undertakes not to resell to third parties the Postings and/or access to the CVthèque and, more generally, the Services, as well as the results of its use of the Services (CV, applications, etc.).

13.2 In the event that the Candidate is redirected directly by HELLOWORK to the Customer's website to apply for a position listed in a Posting, Customer acknowledges and expressly accepts that the actions of the redirected Candidate and information sent by the Candidate that is necessary for his/her application (surname, first name, email address, CV, etc.) are intended exclusively for Customer.

Customer is therefore prohibited from any collection of data intended for third parties and/or from authorising any such collection by a third party for the use of the latter.

In any event, the inclusion of a tool from a third-part company to apply online such as an “Apply here” or “Postuler avec” button on the Customer's website on which the form to be used for applying to the position listed in the Posting, must be submitted in advance to HELLOWORK for its express written consent. On this occasion, Customer must specifically demonstrate that it complies with the above provisions.

13.3 Customer accepts that HELLOWORK may publish Customer’s Offers on its Website or on the websites of its partners, with a view to performance and visibility

Article 14. Specific terms and conditions relating to the dissemination of an Advertising

The terms and conditions for the dissemination of an Advertising are defined in the Order Form.

HELLOWORK reserves the right to refuse any Advertisement that is contrary to its material or ethical interests, that contravenes public decency or public order, or that contravenes legal and regulatory provisions in effect or the rights of third parties.

HELLOWORK may also refuse any Advertising in case of the unavailability of its advertising space.

HELLOWORK shall not be liable under any circumstances for a refusal to disseminate an Advertising for one of the causes set out above. Such refusal shall not give rise to a right to any damages whatsoever for the Customer.

Any delay or suspension in the dissemination of the Advertising due in particular to technical failures that are outside of and beyond the control of HELLOWORK, cannot justify a refusal of payment, even partial, by the Customer, nor give rise to any right to a new insertion of an Advertising at HELLOWORK’s expense or to compensation of any kind whatsoever.
Defects constituting defects in advertising material such as excessive size of the electronic contents of Advertising, or a delay in the delivery of such elements, can under no circumstances justify a termination of the Order Form, nor give rise to the right to claim damages for the benefit of the Customer.

HELLOWORK provides no express or implicit guarantee as to the impact of the dissemination of the Advertising on the activity of the Customer.

The dissemination of the Advertising on the Website is, in any event, carried out under the sole responsibility of the Customer.

The Customer undertake to hold HELLOWORK harmless against any action, complaint, or claim that may be brought against it by a Candidate, a User, public authorities, or any third party in connection with the contents of the Advertising, its presentation and, in general, its dissemination on the Website.

The Customer expressly acknowledge and accept that HELLOWORK is, under no circumstances, bound by any commitment of exclusivity and/or non-competition in the context of the distribution of the Advertising.

**Article 15. Website Contents**

The Website contains content published by Candidates and Customers.

Each Customer is asked to inform HELLOWORK of any content likely to be contentious and contrary to the following material and formal requirements.

15.1. Mandatory notification

Pursuant to Article 6. I. 7 of the law to support confidence in the digital economy (“Loi pour la Confiance dans l’Economie Numérique”) of 21 June 2004 (no. 2004-575), the Customer must inform HELLOWORK at contact@hellowork.com of any message advocating crimes against humanity, inciting racial hatred, relating to child pornography, inciting violence, or violating human dignity that it identifies on the Website.

15.2. Content that may be unlawful

Any Customer that believes that a message or content on the Website may be inaccurate or unlawful, or of an abusive, discriminatory, or defamatory nature, is asked to file a notification.

This notification must be in the form of an email sent to contact@hellowork.com or a registered letter with acknowledgement of receipt in which the Customer provides his or her surname, first name (for a legal person, its company name and RCS number) address, and a description of the facts in issue.

This notification must include a description of the facts in issue and the precise location on the corresponding Website, the reasons for which the content must be removed, including the legal provisions and the justifications for these facts. Insofar as possible, the Customer must send a copy of any correspondence to the author of the information or activities in issue asking the author to stop, withdraw, or modify such information or activities, or proof that the author or publisher could not be contacted.

Any Customer submitting a notification is hereby informed that any inaccurate notification may give rise to criminal sanctions and such Customer agrees to hold HELLOWORK harmless against the possible consequences of an improper notification.
HELLOWORK shall react promptly to any notification from a Customer made in the required manner and that initially seems to be well-founded.

HELLOWORK shall ensure the anonymity of, as may be the case, the Customer or Candidate that is the author of the comments in issue, while reserving the right to take any useful measure against him/her/it, including banning such Customer or Candidate from the Website.

Article 16. Intellectual property

16.1. The graphic charter of the Website as well as all trademarks, logos, contributions, photographs, data, databases concerning the CVthèque and the database of Postings, texts, comments, illustrations, animated or non-animated images, video sequences, sounds, patents, private data, technologies, products, publications, and processes as well as all computer applications that could be used to operate the Website and, more generally, all the elements reproduced or used on the Website are protected under current intellectual property laws.

They are fully owned by HELLOWORK or its partners. Any reproduction, representation, use, or adaptation of any kind whatsoever of all or part of such elements, including the computer applications, without the advance, express, and written consent of HELLOWORK or of the rightsholder, is strictly forbidden.

16.2. With regard to the CVthèque and the database of Postings, the Customer is strictly forbidden (in accordance with Articles L. 342-1 et seq. of the French Intellectual Property Code [Code de la propriété intellectuelle]) from the following:

- extracting, whether by permanent or temporary transfer, all or a qualitatively or quantitatively substantial part of the contents of the CVthèque and/or the Postings accessible on the Website to another medium, by any means and in any form whatsoever,
- reusing all or a qualitatively or quantitatively substantial part of the contents of the CVthèque and/or the Postings by making them available to the public,
- extracting or reusing, whether repetitively or systematically, qualitatively or quantitatively non-substantial portions of the contents of the CVthèque and/or the Postings when such operations manifestly breach the terms and conditions for normal use of the Website;
- commercially exploiting with third parties the rights of access or publication of Postings or the Postings themselves.

16.3. HELLOWORK reserves the right to take any action to punish any infringement of its intellectual property rights.

16.4 Under the terms of each Order for the publication of Postings and/or Advertisements on the Website, the Customer assigns, free of charge and non-exclusively, to HELLOWORK all of the reproduction and representation rights to the elements that make up the Posting and/or the Advertising, for the entire world, for the purposes of the provision of Services and the promotion and distribution thereof, on any medium and by any means of communications, on the Website and on the websites of partners or third parties. This right is granted for an indefinite period of time.

The Customer warrants to HELLOWORK that it holds all of the necessary intellectual property rights for this assignment and that therefore it does not have any consequences for third-party rights.

The Customer shall be personally responsible for backing up the data provided to HELLOWORK in connection with Postings and/or Advertising. At the end of the period of publication online on the Website, for whatever reason, HELLOWORK shall not be required to return the data concerning Postings and/or Advertising to the Customer.
Article 17. Commercial references

The Customer hereby authorises HELLOWORK, throughout the duration of the commercial relationship, to mention, as a commercial reference, on its commercial documentation and/or the websites it publishes, the existence of their commercial relationship.

Article 18. Responsibility

18.1. General provisions

18.1.1. HELLOWORK undertakes to perform its obligations as a diligent professional and to comply with current best practices. However, it is expressly specified that HELLOWORK shall only be bound by an obligation of means and not of results for all its obligations hereunder.

The Customer expressly acknowledges and accepts that the information provided on the Website, including any interpretations of regulations, is provided for information purposes only.

18.1.2. In any event, Customers use the Services under their sole management, control, and responsibility.

18.1.3. HELLOWORK in particular shall not be liable for any damage resulting from:

- the Customer's failure to perform, or poor performance of, its obligations under these General Terms and Conditions and the specific terms and conditions of the Service(s) ordered;
- poor use of the Services by the Customer.

18.1.4. HELLOWORK shall not be liable for:

- the economic performance of the Services and the results of their use. As such, HELLOWORK provides no express or implicit warranty as to the impact of the Services on the Customer's activities.
- the malfunctioning of the elements (services and/or products) that are necessary for the provision of the Services, the performance and/or provision of which is carried out by a third party, regardless of the consequences or time limits for immobilisation of the Services;
- the suitability of the Services for the Customer's needs, which are at the sole discretion of the latter;
- any losses or damages to servers, computer equipment, information, files, data, databases, or any other element transmitted by the Customer and for which the Customer hereby undertakes to ensure backup. Customers are responsible for performing, under their sole responsibility and direction, regular backups of all the data processed directly or indirectly in connection with the supply of services by HELLOWORK.
- any contamination by a virus of the Customer's files and any harmful consequences of such contamination.

18.1.5. In any event, the compensation due by HELLOWORK in the event of failure of the Service provided hereunder resulting from a failure on its part shall correspond solely to the direct, personal, and certain damage linked to the failure in question, and shall expressly exclude any indirect damage.

HELOWORK shall not, under any circumstances, be liable for any indirect harm, i.e. harm not resulting directly and exclusively from the partial or total failure of the Service provided by HELLOWORK, such as loss of profit, commercial prejudice, financial prejudice, loss of orders, brand damage, any business disturbance, loss of data, or loss of profits or customers, for which the Customer will be its own insurer or may take out the appropriate insurance policies.
Any action taken against the Customer by a third party constitutes indirect harm and, therefore, shall not
give rise to an entitlement to damages.

18.1.6. In any event, the amount of damages for which HELLOWORK could be found to be liable if its
liability were incurred shall be limited to the amount of the sums actually paid by the Customer to
HELLOWORK or invoiced to the Customer by HELLOWORK, or the amount of the sums
corresponding to the price of the Service, for the portion of the Service for which HELLOWORK's
liability has been incurred, with the specification that the lowest amount of these sums shall be taken
into account.

18.1.7. Any liability suit brought against HELLOWORK shall be time-barred one year after the
occurrence of the damaging event giving rise to the damage.

18.2. Access and operation of the Website

18.2.1. The Customer acknowledges that the Website is based partially on technology developed by
third parties. To ensure the technical maintenance of the Website, access may be temporarily suspended.
Insofar as possible, HELLOWORK shall strive to inform the Customer prior to any such suspension.

HELLOWORK is not liable for any harm that may result from the unavailability of the Website or a
problem connecting to the Website.

18.2.2. The Customer agrees that the current protocols for transmission via the internet do not make it
possible to ensure the proper receipt or messages, the integrity of transmitted documents, or the identity
of the sender in a certain and continuous manner. Therefore, HELLOWORK shall not be liable in case
of poor transmission caused by a failure or a malfunctioning of these transmission networks.

18.2.3. HELLOWORK shall not, under any circumstances, be liable for the following:

- interruption due to scheduled maintenance for which the Customer has been informed in
  advance;
- interruption or operating difficulties due to reasons that are beyond the control of
  HELLOWORK, in particular in case of interruption of electricity or telecommunications
  services, technical outages caused by malicious acts (attack by hackers), etc.

Article 19. Force majeure

Neither Party may be held liable for a breach of any of its contractual obligations if it was prevented
from performing its obligation by a force majeure event as defined in Article 1218 of the French Civil
Code (Code Civil).

The Parties’ contractual obligations that could not be performed due to such event shall be suspended
for the duration of the force majeure event and shall resume as soon as the latter ceases.

No claim may be brought in connection with a failure to perform a contractual obligation attributable to
a force majeure event. If such an event prevents a Party from fulfilling its commitments, it undertakes
to inform the other Party as soon as possible.

The Parties will be entitled to terminate the Contract if the force majeure event lasts more than sixty
(60) days from the start date of the force majeure event, with neither Party being entitled to damages in
connection therewith.
Article 20. Personal data

HELLOWORK is particularly attentive to compliance with its obligations with regard to the collection and processing of personal data in accordance with regulations in effect on the protection of personal data applicable in Europe and in France.

The definitions used below are those laid down in Article 4 of the General Data Protection Regulation 2016/679 of the European Parliament and the Council of 27 April 2016, hereinafter the “GDPR”.

“Personal data” means any information relating to an identified or identifiable natural person (“Data subject”). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Processing” means any operation or set of operations which is performed on Personal data or on sets of Personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal data. Where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law.

“Recipient” means a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not. However, public authorities which may receive personal data in the framework of a particular inquiry in accordance with Union or Member State law shall not be regarded as recipients; the processing of those data by those public authorities shall be in compliance with the applicable data protection rules according to the purposes of the processing.

“Third party” means a natural or legal person, public authority, agency or body other than the Data subject, Controller, Processor and persons who, under the direct authority of the Controller or Processor, are authorised to Process Personal data.

Parties undertake to comply with the regulations in force applicable to the Processing of Personal Data and, in particular, with the RGPD (hereinafter the "Applicable Regulations").

HELLOWORK determines the purposes and means of the processing operations it carries out and is the Data Controller, within the meaning of applicable regulations, linking the user to the Customer.

Data Protection Officer (DPO) is Mr Philippe LESAUVAJE. He is available at :
-  dpo@hellowork.com, or
-  HELLOWORK – DPO – 2 rue de la Mabilais – 35000 Rennes - France

20.1 The personal data of the Customer's employees

HELLOWORK collects and processes personal data to enable performance of the Contract. HELLOWORK also processes, in accordance with its legitimate interest, the Customer’s Personal Data for commercial marketing purposes.

In any event, Customers expressly accept the processing of their Personal Data for the purposes described above and undertake to inform Data Subjects about this clause.
The Personal Data of the Customer's Data Subjects are intended exclusively for the authorised personnel of HELLOWORK and shall be kept for the duration of the contractual relationship and then for a period of three (3) years after they are collected or after the last contact initiated by the Data Subject.

Pursuant to the GDPR, Data Subjects have the right of access, the right to rectification, the right to erasure, the right to object, the right to data portability, and the right to restrict processing. These rights may be exercised by contacting the DPO of HELLOWORK. Data Subjects also have the right to define guidelines for what will happen to their Personal Data upon their death.

Finally, Data Subjects may file a complaint with the CNIL (French National Commission for Information Technology and Liberties). However, they are encouraged to contact HELLOWORK beforehand to resolve any issues they may have.

20.2 Data of Candidates and HELLOWORK Users

The Customer acknowledges and expressly accepts that it may only use Candidate data collected directly by the Customer or transferred by HELLOWORK to the Customer, as the Recipient of the data, for the sole purpose of putting the User or Candidate in contact with the Customer, and in any event, to the exclusion of any commercial prospecting.

As Site users are redirected towards the Customer's Site(s), the Customer acknowledges and expressly agrees that it is solely responsible for the processing of user data from the moment they leave the Site to access the Customer's Site(s). The Customer therefore undertakes to comply with the obligations of a Data Controller as provided for in applicable regulations.

In any event, the Customer shall indemnify and hold HELLOWORK harmless against any claim, complaint, or proceeding that may be brought against it by any user in connection with the Customer's failure to comply with any of its obligations with regard to the Processing of Personal Data, whether such data were collected directly by the Customer or transferred to the latter by HELLOWORK.

Article 21. Domicile - Applicable law – Court of jurisdiction

For the purposes of this Agreement, the Parties hereby elect domicile at their registered offices, as indicated in the header.

Any question relating to these General Terms and Conditions as well as to the Orders they govern shall be governed by French law.

In case of a dispute, and in case of a failure to reach an out-of-court settlement, any dispute in connection with these General Terms and Conditions as well as the Orders that they govern shall be within the sole jurisdiction of the Rennes Commercial Court, even in the event of summary proceedings, the introduction of third parties, an interlocutory application, or multiple defendants.