

TERMS & CONDITIONS FOR THE USE OF JOBOSPHERE NETWORK'S PRODUCTS AND SERVICES

The present terms of use govern the contract between:

Jobosphere Network Sarl., Gotthardstrasse 3, CH – 6300 Zug, hereinafter referred to as « Jobosphere »;

AND

Any natural or legal person holding a START or PRO account, hereinafter referred to as « the Client ».

ACCEPTANCE OF THE TERMS OF USE AND AMENDMENTS

By creating a START or PRO account, the Client explicitly agrees to be bound by these « Terms of Use for Jobosphere's products and services », including amendments that could possibly be made after.

The Client must keep his contact data up-to-date in order to be informed, by email, of any changes to these Terms of Use. These changes will be effective upon notice to the Client via his Client account's email.

By registering, the Client explicitly agrees to the sending of these emails. At the closing of his account, the Client's email will be removed from these mailing lists.

DATA PROTECTION

The collected data will be stored on Jobosphere's servers that are based in Switzerland.

Jobosphere treats all the data it collects from its customers in accordance with the Swiss Federal Act on Data Protection.

The Client may, at any time, request the closure of his account and deletion of his data – except for the data contained on Jobosphere's anonymous databases.

USE OF THE PLATFORM

The Client has the following advantages:

1. The Client has access to the tests in all available languages.
2. All purchased assessments can be used without time limit.
3. If a product is removed from the market, the Client may exchange unused assessments for other types of assessments; if the value of the new assessments exceeds that of the product being exchanged, the price difference will have to be paid by the Client.

RIGHTS AND OBLIGATIONS

The Client authorizes Jobosphere to use the collected data for statistical purposes. To this end, the data will be made anonymous.

The Client also agrees not to make or publish any public opinion on the questionnaires and / or software developed and marketed by Jobsphere without the latter's prior written consent.

Jobsphere can suspend the Client's access to his account in case of breach of an obligation related to the use of the platform.

Furthermore, Jobsphere can terminate a START account at any time against reimbursement of unused assessments.

TECHNICAL ASSISTANCE

In case a malfunction interferes with the correct use of the platform, the Client shall notify, in writing and without delay, the encountered difficulty to Jobsphere. The latter shall implement, with due care and within the shortest deadlines, the solutions it deems adequate in order to resolve the encountered operational difficulties

However, technical assistance does not cover operational difficulties due to network outages, and more generally to the case of force majeure.

Under any circumstances, these problems cannot give rise to the payment of damages.

PAYMENT TERMS

Assessments are credited in the Client's account after payment. These assessments will be credited automatically if the Client pays by credit card.

When paying by invoice, assessments will be credited in the Client's account within 48 hours (working days in Switzerland) after receipt of the payment.

If the assessments are not credited in his account within the above mentioned deadlines, the Client must notify this to Jobsphere which will implement, with due care and within the shortest deadlines, the solution it deems adequate to remedy this situation.

COMPLIANCE WITH QUALITY STANDARDS

The Client agrees to comply with the following quality standards:

1. No data relating to a candidate's assessment may be transmitted to third parties without the former's explicit consent.
2. The results obtained through the completion of assessment questionnaires have to be presented to the assessee in the course of an interview; moreover, the graphical results (histograms) are handed out to the assessee / job candidate.
3. The use of Jobsphere's products with a PRO account requires a specific training so that the results obtained may be correctly interpreted. The related documentation is provided in the course of a specific training program.

INTELLECTUAL PROPERTY

"Jobsphere" is a registered trademark. The Client may not use, remove or change the brands "Jobsphere" or "MPC" , the names of Jobsphere's tools and / or software, the legends, symbols or labels used by Jobsphere's tools or software for any purpose other than the strict implementation of the present contract.

The Client shall not commit or condone any act of unfair competition likely to involve Jobsphere's intellectual property rights or to harm them.

The Client may not copy, reproduce or transmit any of the contents of the questionnaires and / or software developed and marketed by Jobsphere, nor use Jobsphere's logo for his own documents or presentations without the prior written consent of Jobsphere.

LIMITATION OF RESPONSIBILITY

Jobsphere's responsibility is excluded in the following cases:

- Temporary interruptions for maintenance of the website and/or for its development.
- Functional difficulties or temporary interruptions of its services for reasons beyond its control, notably in case of interruptions due to power cuts or telecommunication services interruptions, or in case of failure or malfunctioning of data transmission networks.
- Under no circumstances shall Jobsphere assume the compensation for direct or indirect, material or immaterial damages that the client may suffer due to the use of Jobsphere's platform, such as loss of business income, loss of goodwill, commercial damage, damage to brand image, loss of data and/or files, business interruption, act of software piracy leading to the loss or disclosure to third parties of the Client's confidential data, loss of business information or other pecuniary loss.

Moreover, the Client shall be solely responsible for any malfunctioning caused by abnormal use of his account; he shall immediately contact Jobsphere to inform it of any malfunction that he finds.

ASSIGNMENT OF JURISDICTION

The Client agrees that this contract shall be exclusively subject to Swiss Law.

Any dispute arising between the parties shall be referred to Jurisdiction of Zug (Switzerland).