

**GENERAL TERMS AND CONDITIONS**  
**Terms of Use**  
**SkillValue.com**

**Definitions**

- The terms “SkillValue.com”, the “Site”, “we”, the “Company” represent the SkillValue Solutions company, its affiliates and services offered by means of the website.
- The term the “User”, as used herein, means the natural and/or legal persons accessing the SkillValue.com site, for whatever reason.
- The terms “Regulation”, “Agreement”, “Contract”, “General Terms and Conditions” are used to designate these Terms of Use.

**Terms of Use**

This Contract applies to the SkillValue.com site, as well as to its related services and content.

These pages contain the Terms and Conditions (“Terms of Use”) according to which you are allowed to use SkillValue.com (the “Site”). Please read these pages carefully. If you do not agree with these Terms of Use, do not use the Site and its related services. By using this Site, you agree to be bound by these Terms of Use. SkillValue Solutions SA, hereinafter called the “Company”, may amend the Terms of Use at any time by updating these pages. We recommend you visit the Site periodically in order to learn about the “Terms of Use” because this document is legally binding.

**Description of services**

The SkillValue.com site provides users with access to a rich collection of online resources and tools, including: tests, customized content. You understand and agree that these services include advertisements and that these advertisements are necessary for the SkillValue Solutions sites to provide their services.

You also understand and agree that the SkillValue.com services include certain announcements, administrative messages and newsletters and you will not be able to opt out of receiving them. You understand and agree that the services are offered “as is” and that the use of the Site and its content remains your sole responsibility.

**Your registration obligations**

In order to use the services offered by the SkillValue.com site, you agree to:

- 1) provide true, accurate and complete information, as prompted by the test order form, while taking the test and in the CV creation form.

**User responsibilities**

As a user, you are responsible for your own actions as well as for the consequences they might have after filling in the forms, taking the tests and creating the CV.

The SkillValue.com sites may be used only for lawful purposes by individuals who wish to have their IT knowledge tested, seek employment or career information. SkillValue.com specifically prohibits any use of the SkillValue.com site, and all users agree not to use, nor allow their employees to use the SkillValue.com sites for any of the following:

- a) Posting any incomplete, false or inaccurate biographical information or information which is not your own accurate CV/resume (living individual seeking employment on a full-time or part-time basis).

- b) Disseminating any pyramid scheme, club membership, distribution or concession agreement, commercial agency or any other business opportunity which requires periodic or advance payment, is remunerated only on a commission basis (without a significant wage), and which requires the recruitment of other members, sub-distributors or sub-agents.
- c) Using the SkillValue.com site and its testing system by the legal persons with the aim to test their existing or potential employees or for any other purpose. In this sense, we make available the [SkillValue.com/business/en/](http://SkillValue.com/business/en/) site to all legal persons.
- d) Erasing or modifying any content disseminated by a legal or moral person.
- e) Using any device, program or sub-program with the aim to interfere or attempt to interfere with the proper working of any [SkillValue.com](http://SkillValue.com) site or activity conducted on the Site.
- f) Any action which imposes an unreasonable or disproportionately large load on the infrastructure of any [SkillValue.com](http://SkillValue.com) site.
- g) Notwithstanding anything to the contrary herein, using or the attempt to use any engine, program, tool, agent or any other device or mechanism including, but not limited to, any browser, spider, indexer, robot, avatar or smart agent, with the aim to navigate or search a [SkillValue.com](http://SkillValue.com) site, other than the search engine or the search agent made available by SkillValue.com on this Site.
- h) Any attempt to decipher, decompile, disassemble or reverse engineer any software comprising or in any way making up a part of a SkillValue.com site.
- i) Regrouping, copying or duplicating in any manner any of the Content or information available on any of the sites.
- j) Inserting in a window or creating a hypertext link with any part of the site Content or information available on any of the sites.

SkillValue.com reserves the right to exclude users who infringe these Terms of Use or the legislation in force from use of the Site and prevent their future access to the Site. SkillValue.com may undertake, at its sole discretion, any legal actions deemed necessary or appropriate to protect the information provided by the user if it establishes that the information legally binds SkillValue Solutions or is likely to cause (in full or in part) the loss of the Internet access services delivered by its providers or other providers. By submitting content to the SkillValue Solutions site, including tests, messages, contests or chat rooms, you grant SkillValue Solutions, free of charge, the non-exclusive and irrevocable right, with the possibility to sub-license (to any third party), use, reproduce, modify, adapt, publish, translate, rearrange, create derivative works, disseminate, make public, execute, and represent the content (in whole or in part) worldwide and/or to temporarily or permanently incorporate it into other works in any form, media or technology now known or hereafter developed, for the full term of any copyright that may exist in such content. Also, you agree that the owner of content has validly and irrevocably granted you the right to transfer the above-mentioned rights.

We appreciate hearing from our customers and welcome your comments regarding our services and the SkillValue.com site. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, inventions or materials other than those which we have specifically requested.

### **User information**

When you fill in the test order form, take a test or create your CV on the Site, you will be asked to provide us with certain information, including but not limited to a valid email address. In addition to the General Terms and Conditions that may be set forth in any policy on personal data protection posted on this Site, you understand and agree that SkillValue Solutions may disclose to third parties, on an anonymous basis, certain aggregate information contained in your registration application.

SkillValue Solutions will not disclose to any third party your name, address, email address or telephone number without your prior consent, except to the extent necessary to comply with applicable laws or in legal proceedings where such information is relevant.

SkillValue Solutions SA reserves the right to offer your services and products from third parties based on the preferences you indicated in your registration application or at any time later; these offers may be made by SkillValue Solutions SA or by any third parties involved.

### **Use of the Site content**

The content of the SkillValue.com site, including tests, texts, graphics, images, logos, icons, software, as well as other Site materials (collectively the "Site Content") is protected by intellectual property rights under the French and international laws, such as the copyright and trademarks laws. The entire content of this Site is owned by SkillValue Solutions. The collection (meaning the collecting, organizing and grouping) of the entire content of this Site is the exclusive property of SkillValue Solutions, a right protected by copyright law. Any unauthorized use of the Site Content may violate copyright laws, trademark laws or other applicable laws. You will keep records of any mention of the copyright, trademarks or other property rights appearing on the original Site Content and of any copy of this content. You are strictly forbidden to sell or modify the Site Content or to reproduce, publish, propose to the public, disseminate or use in any other way the Site Content, either for public or commercial purposes, except as expressly provided by law.

However, sharing the Site Content on the following websites: [www.facebook.com](http://www.facebook.com), [www.twitter.com](http://www.twitter.com), [www.viadeo.com](http://www.viadeo.com), [www.linkedin.com](http://www.linkedin.com), by means of the links present on SkillValue.com or the above-mentioned sites, does not represent a violation of the intellectual property rights owned by SkillValue Solutions SA.

After taking a test on the SkillValue.com site, you are granted the exclusive right to use the "SkillValue Solutions Certified" icon - [http://skillvalue.com/static/art/pcc\\_certified.png](http://skillvalue.com/static/art/pcc_certified.png). You can use this icon by communicating it to a third party only with respect to the tests taken on the Site. The [http://skillvalue.com/static/art/pcc\\_certified.png](http://skillvalue.com/static/art/pcc_certified.png) icon is the proof of having taken tests on our platform.

The use of the Site Content on another Internet site or in a computer network environment, for any purpose whatsoever, is strictly forbidden.

Unauthorized users are forbidden to access the servers belonging or being rented by SkillValue Solutions. In case of trying and/or accessing, without any right, these services, the action is a violation and will be punished according to the French legislation in force.

### **Ownership over the tests, materials and information displayed on the SkillValue.com site**

By submitting content to the SkillValue Solutions site, including tests, messages, contests or chat rooms, you grant SkillValue Solutions and its affiliates, free of charge, the non-exclusive and irrevocable right, with the possibility to sub-license (to any third party), use, reproduce, modify, adapt, publish, translate, rearrange, create derivative works, disseminate, make public, execute, and represent the content (in whole or in part) worldwide and/or to temporarily or permanently incorporate it into other works in any form, media or technology now known or hereafter developed, for the full term of any copyright that may exist in such content. Also, you agree that the content owner has validly and irrevocably granted you the right to transfer the above-mentioned rights. As well, you authorize any registered user to access, display, view, store, and reproduce

such content for personal use or according to the applicable law. Subject to the foregoing, the owner of the Site Content retains any right that may exist in such content.

The technical questions of the tests are the property of the SkillValue Solutions company, and SkillValue Solutions remains the holder of the property right stipulated by the legislation in force.

In this case, there is no transfer or rights over the questions contained in those tests, except the right of use stipulated in the Order. The user shall not copy, transfer, modify, adapt, translate, sell, sub-license, disseminate, in whole or in part or by any media, the test questions, which shall remain the sole property of SkillValue Solutions. The access to those tests is granted to the Client as a unique, non-exclusive, and non-transferable right.

Should the user not comply with the above-mentioned provisions, (s)he will indemnify SkillValue Solutions by paying a compensation worth 30,000 euros.

### **Links to other Internet sites**

The SkillValue.com site can provide links to other Internet sites belonging to third parties. These links are provided for convenience only. SkillValue.com is not responsible for the content of those sites. SkillValue.com is not liable for the content of any third party sites linked to the Site and does not guarantee the content or accuracy of the items displayed on those sites. If you decide to access the third party sites linked to the Site, you do so at your own risk.

### **SkillValue.com site liability**

The Site Content may contain inaccuracies or typographical errors.

Use of the Site and its Content shall remain your full responsibility. The Site and the SkillValue Solutions SA blog can be subject to periodic modifications.

### **Disclaimer of warranties**

You expressly acknowledge that you have been informed and agree that SkillValue Solutions SA shall not be responsible for any consecutive immaterial damage of any kind (including but not limited to loss of profits, commercial loss or damages arising from the loss of data or business interruptions), even if SkillValue Solutions has been informed in advance about this possibility, resulting from:

- a) the use or impossibility of use of the services provided on SkillValue.com;
- b) the unauthorized access to or alteration of your transmissions or data;
- c) the statements or actions of third parties in relation to the services provided on [skillvalue.com](http://skillvalue.com);
- d) any problem related to the services provided on SkillValue.com.

You expressly understand and agree that:

- a) you use the services provided on the SkillValue.com site at your own risk. The services are provided “as is” or “as available”.
- b) SkillValue.com does not offer any guarantee that:
  - b.1) the services will meet all your requirements;
  - b.2) the services will be uninterrupted, secure or error free;
  - b.3) the information obtained by using this Site and its services will be accurate or reliable.

In this sense, SkillValue.com does not guarantee the completeness of the tests provided on the Site, either they are individual questions or complete tests, nor the singularity of the correct answers validated as such when taking a test. The main purpose of the Site remains to make available to all users a tool that might help them have their IT

knowledge tested, by ensuring a high degree of professionalism and by remaining, at the same time, at their disposal for any suggestion for improving the Site and its content.

b.4) any software bug will be fixed;

c) Any material downloaded or otherwise obtained through the use of the services provided on SkillValue.com is thus done at your own discretion and can be used only at your own risk. You are solely responsible for any damage to the computer from where you access the site or for any loss of data that may result from the download of such content.

## **General**

These Terms of Use are governed by French law. French courts will be the only competent to solve any complaint related to these Terms of Use. If any provision of this document is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity and enforceability of any remaining provisions. No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision. Except the provisions mentioned in the additional General or Specific Terms and Conditions applicable to only some parts of the Site or the services provided by SkillValue Solutions SA, the specific legal notices (especially the notice on Personal Data and Cookies), a software license right or the information displayed on certain Internet pages, these Terms of Use constitute the entire agreement between You and SkillValue Solutions SA concerning the use of the Site. These Terms of Use can be changed only upon revision of these pages.

## **Confidentiality**

### **Confidentiality Agreement**

We strive to provide a safe, secure environment by attempting to limit the access to our database exclusively to legitimate users, but we cannot guarantee that unauthorized parties will not gain access. We also cannot control how unauthorized users store or transfer information downloaded from the database, so you should ensure that you do not post sensitive information to SkillValue.com.

## **Information on personal data protection**

According to the Statement on personal data protection

Your personal data will be collected when you order the test, take the test, but also when you create your CV or send it at the following address: [contact@skillvalue.com](mailto:contact@skillvalue.com). You understand that by performing any of the actions above you agree and give SkillValue Solutions SA your express, unequivocal and full consent to process your personal data for the purposes given above.

Responsible for processing your personal data is SkillValue Solutions SA, Romanian Joint Stock Company with a subscribed and paid-in share capital of 6.184.119,00 lei, with the headquarters in Romania, Bucharest, 13-17 Sevastopol street, app. 309, having branch office in France, registered with the Orléans Trade and Companies Register Office under number B 800 350 522, 1 rue des Hauts - 45380 LA CHAPELLE-SAINT-MESMIN FRANCE - Intracommunity VAT No.: FR5 800350522.

SkillValue Solutions SA SA uses the information in your forms, tests and CVs for the purposes they were provided for and in order to deliver our professional staff recruitment services.

Once you have given us your consent, you understand that the information you provide to SkillValue Solutions SA SA can be used for the following purposes:

- Identification of the positions of interest - you agree to be contacted in case your profile (knowledge, studies, experience, etc.) corresponds to the professional opportunities we might have available.
- Request for candidate-related information - you agree to be contacted in order to provide SkillValue Solutions SA with references or recommendations related to the information contained in your CV.
- Statistics - you agree to have the information sent to SkillValue.com used for both statistic and legal purposes, according to the legislation in force.
- The presentation of this data to potential partners or entities who, according to SkillValue Solutions SA, might be of interest to the user.

It is your responsibility to update your CV. For this purpose, you can either contact us by email at - [contact@skillvalue.com](mailto:contact@skillvalue.com), or upload your current CV to our Site. You are fully responsible for the information you make available to SkillValue Solutions SA.

SkillValue.com undertakes to manage safely and only for the purposes specified the personal data you provide to us. You are required to provide us with the data as it is necessary to provide the services made available by SkillValue.com. Your refusal determines the impossibility of SkillValue.com to offer you the requested services.

In what follows we inform you about your legal rights:

- The right to be informed - you have been informed, by reading the present clauses, about the identity of the SkillValue Solutions SA SA company, the purpose of data processing by SkillValue Solutions SA SA, the third parties the data is sent to with your prior consent, your obligation to provide us or not with your personal data, the existing legal rights meant to protect your personal data, as well as under what conditions you can exercise those rights.
- The right to access the data - you have the right, subject to a written, dated and signed request, to ask SkillValue Solutions SA SA to confirm to you whether your personal data is processed or not by our company. This request will be solved free of charge within the limit of one request per year.
- The right to intervene - you have the right, subject to a written, dated and signed request, to ask SkillValue Solutions SA SA to perform the following interventions: (i1) to rectify, update, block, and delete incomplete, inaccurate data or unlawful data processing;
- (i2) to transform personal data into anonymous data; to notify third parties of the operations mentioned in sub-points (i1) and (i2).
- The right to oppose - you have the right to oppose, at any given moment, subject to a written, dated, signed, well-founded, and legal request, to the processing of your personal data;
- The right not to be subject to an individual decision - the right to ask and receive:
  - The withdrawal or annulment of a decision producing legal effects on you, adopted solely with respect to the processing of your personal data, automatically executed and meant to assess certain aspects of your personality and/or professional skills, your credibility, behavior or other aspects;
  - The reassessment of all decisions concerning and affecting you in a significant way, if those decisions have been made solely based on data processing, according to the conditions mentioned in Article A).
- The right to appeal to a court - you have the right to appeal to a court of justice to protect your rights guaranteed by law with respect to personal data protection.

If some of your data is incorrect, please let us know as soon as possible.

Your personal data will be stored by SkillValue Solutions SA for a period of two (2) years. After the expiry of this period, your personal data will be used by SkillValue Solutions SA for statistical purposes only.

### **Scope of personal data protection and cookie policy**

The confidentiality agreement regarding personal data protection covers the way personal data that may identify you when using the SkillValue Solutions SA is processed. We also take into account the data of legal persons, partners or not, who use the SkillValue Solutions SA site.

This confidentiality agreement provides information about cookies, their use by third parties and deactivation.

### **General information collected by SkillValue.com**

We collect the personal and demographic data you choose to provide us.

We also collect information about you using our sites and the site sections you visit. The connection data obtained from this contains the necessary information for analyzing the use of resources, troubleshooting problems and service improvement. We also use cookies.

We use the information you provide to us in order to deliver the products and services we offer, as well as to operate and improve our sites. Our services may include the display of customized content and advertising. We may use your data to contact you regarding the update of the SkillValue.com site, the conduct of different surveys or the communication of informative or service-related materials, including important security updates.

When ordering a test, taking a test or creating a CV, you will be asked your first name, last name, e-mail address, birth date, civil status, profession, postal code, field of activity, hobbies, as well as other data related to the purpose for which you are providing that information.

The SkillValue.com site receives and records on its servers information related to your IP address and the cookie information of the site you ordered. We use the information collected on our Site in order to offer you our services, answer any questions you may have, exploit and improve the Site, favor a positive user experience, as well as to provide the products and services we make available to employers and individuals seeking employment. Our services include customized product, content and add presentation in relation to your career and interests.

We use the information gathered on the SkillValue.com site, regardless of their nature: personal data, test content, demographic, collective or technical data with the aim to answer your questions, improve the Site, consult the users for improving the quality of the products and services we offer. When ordering a test, taking a test or creating a CV, you have agreed to the use of your personal data in order to be informed by email or other media about any site updates, the new opportunities offered by SkillValue Solutions SA, as well the additional information that might be in your interest and newsletters containing useful information.

SkillValue Solutions SA uses your personal data according to the regulations in force on the protection of individuals with regard to the processing of personal data and on the free movement of such data, in accordance with the CNIL Declaration no. 1756267 v o /04.04.2014.

### **Information disclosure to third parties**

SkillValue Solutions SA will not transfer (through sale or rental) your personal data to third parties.

SkillValue Solutions SA can still transfer the data to third parties in the following cases:

- With your consent;
- If it is necessary to transfer certain information for providing the products and services you have ordered.
- If that information is needed by the company's partners in order to improve or facilitate the services or products you have ordered.

Partner companies are authorized to use the personal data provided directly by SkillValue Solutions SA only if their assistance is necessary. We can transmit the personal data to the public authorities or institutions in accordance with the legal provisions or in good faith if:

- (a) this is stipulated in a legal provision;
- (b) this protects the rights of SkillValue Solutions SA or its affiliated companies;
- (c) this prevents a crime or protects national security;
- (d) this protects individual or public security;
- (e) this information is necessary to solve different situations.

If your activities infringe the Terms and Conditions stated by SkillValue Solutions SA or the use instructions of certain products and services;

If SkillValue Solutions SA merges or is totally or partially purchased by another company, the database is transferred to the new operator. If SkillValue Solutions SA voluntarily or involuntarily becomes insolvent through its liquidator, administrator or buyer, the database can be sold, authorized, make the object of a transaction only based on a court decision. In case the above-mentioned situations may occur, you will be notified by e-mail or by means of an add posted on the SkillValue Solutions SA site.

### Tests

Since SkillValue.com is a site making available to you IT tests, you have to enter your data both in the forms and our database when ordering a test or taking it.

**After you have expressly given your consent**, your data and results to the tests taken on our platform can be transferred by SKILLVALUE SOLUTIONS SA to third parties (the persons requesting SkillValue Solutions SA's services for employment and test suggestions). They can, if they wish, to unblock your contact data and you will be contacted by them. We attempt to limit the access to our database only to employers, human resources agencies, staff managers, HR specialists, national security agencies/institutions, but we do not guarantee that third parties will not gain access.

You can ask us to erase your test results from our database at any time. Your test results can still be found in our database in case employers, recruiters, staff managers, HR specialists have paid for a copy of the database or if third parties have gained access our database. We do not assume any responsibility for this type of data storage. If you post data belonging to another person you can do this only with that person's prior consent.

Your right to modify and erase the data hold by the SkillValue Solutions SA operator authorizes the user to modify your registered contact data, some aspects you are interested in, including the new information on the launched products and services. Also, you can ask the operator to erase your data at any time.

### CVs

Since SkillValue.com is a site which enables users to take professional tests, we offer you the possibility to register your own CV in our database.

**After you have expressly given your consent**, your CV can be sent by SKILLVALUE SOLUTIONS SA to third parties (individuals resorting to SkillValue Solutions SA's employment services). They can, if they wish, to unblock your contact data and you will be contacted by them. We try to limit the access to our database only for employers,



human resources agencies, staff managers, HR specialists, national security agencies/institutions, but we do not guarantee you that other third parties will not gain access.

You can ask us to erase your CV from our database at any time. Your CV can still be found in our database in case employers, recruiters, staff managers, HR specialists have paid for a copy of the database or if third parties have gained access. We do not assume any responsibility for this type of data storage. If you post data belonging to another person you can do this only with that person's prior consent.

Your right to modify and erase the data hold by the SkillValue Solutions SA operator authorizes the user to modify your registered contact data, some aspects you are interested in, including the new information on the launched products and services. Also, you can ask the operator to erase your data at any time.

### **Cookies**

SkillValue.com uses cookies with the aim to customize and optimize your navigation and time spent online. A cookie is a text file stored temporarily in your computer's memory (session cookie) or permanently on hardware (persistent cookie) by a Web page server. Cookies cannot execute programs or introduce viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a Web server in the domain that issued the cookie to you.

You have the ability to accept or decline cookies by modifying the settings in your Web browser at any time. See instructions below. If you choose to decline cookies, however, that may hinder performance and negatively impact your experience on the Site.

### **Feedback**

SkillValue.com offers the Site users the possibility to send comments, questions and suggestions. Any information sent by email will be used according to the individual's right to privacy and image.

### **Changes to the privacy policy**

In the event of substantial change to this privacy policy, we will contact you, if necessary, by means of your email address from your profile. Also, we will display the changes in a visible add posted on our site in order to always keep you updated on the data we collect, their further use, and the third parties to whom we intend to communicate it. For more information about our privacy policy, please contact us at [contact@skillvalue.com](mailto:contact@skillvalue.com).

Thank you for using the services offered by SkillValue.com. We assure you that we will always offer you the best services!

SkillValue.com