

GENERAL TERMS AND CONDITIONS OF SKILLVALUE.COM

V1.201804

These General Terms and Conditions are signed between SKILLVALUE SOLUTIONS SAS (hereinafter referred to as “SKILLVALUE”) and the User, and govern the use and operation of skillvalue.com.

1. Definitions

- **Account:** refers to the account assigned to the User after registration.
- **Candidate:** refers to any natural person who has made an application with a User Company.
- **General Terms and Conditions:** refers to these general terms and conditions of the Site.
- **Independent & Private User:** refers to any User, who is a natural person, acting on the Site on his own behalf and solely for personal benefit.
- **Interface:** Refers to the Interface inherent to each User and provided via the Account, within which the User may manage his profile and other information in accordance with the terms and conditions for which provision is made by the Specific Terms and Conditions applicable.
- **Pentalog Group:** refers to the group of companies to which SKILLVALUE belongs, and offering complete and complementary services.
- **Personal Data:** refers, as defined under article 2 of the “Data Protection and Freedom of Information Act » of 1978 amended in 2004, to any information pertaining to a natural person who is or can be identified, directly or indirectly, by reference to an identification number or one or more items of information.
- **Platform:** refers to the “Skillvalue Assessment” testing platform.
- **Privacy Policy:** refers to the Personal Data processing policy implemented by SKILLVALUE.
- **Services:** refers to all services offered on the Site, by SKILLVALUE or any of its affiliates.
- **Skills Evaluation:** Service offered by SKILLVALUE via Tests, allowing the User to evaluate their skills or those of their Candidates.
- **SKILLVALUE:** refers to SKILLVALUE SOLUTIONS SAS, a simplified joint stock company with share capital of 2,077,340 euros, having its registered office at Château des Hauts, 1 rue des Hauts, 45380 La Chapelle-Saint-Mesmin, France, entered on the Orléans Trade and Companies Register under number 829 682 384.
- **Site:** refers to the *skillvalue.com* website and blog at *skillvalue.com/blog* (the “Blog”) which is owned and operated by SKILLVALUE.
- **Specific Terms and Conditions:** refers to the terms and conditions which are specific to each Service offered by SKILLVALUE, and complementing these General Terms and Conditions and to be accepted by all Users wishing to benefit from the Services.
- **Test:** refers to all types of evaluation, quiz, or coding exercise, offered on the Platform to evaluate skills.
- **User:** refers to any user of the Site who may act as a Company or as an Independent & Private Individual, whether or not he has created an Account.

- **User Company:** refers to any User, who is a legal entity, acting on the Site as a professional.

2. Object

These General Terms and Conditions govern the use of the Site, and apply to the Services offered on the Site and its content.

Any use of the Site or order for Services implies acceptance and application of these General Terms and Conditions.

3. Description of Services

Via the Site, SKILLVALUE proposes Skills Evaluation Services to Users by providing them with a Testing Platform in line with various formulae and possibilities for access defined at the time of registration or subscription. Services related to Skills Evaluation may also be offered by SKILLVALUE such as events.

SKILLVALUE additionally provides Users with an Interface of which operation is defined under the Specific Terms and Conditions.

SKILLVALUE also offers recruitment and freelancing Services to Users.

These various Services are governed by the Specific Terms and Conditions which should be accepted by Users wishing the benefit therefrom. Acceptance of Specific Terms and Conditions also constitutes acknowledgement and acceptance of these General Terms and Conditions.

4. Property of the Site content

a. Property of the Site and its content

Users all acknowledge that the Site, Platform and Tests are the sole and exclusive property of SKILLVALUE. Consequently, all software or developments, source code, graphics, text, images, logos, or other content present on the Site, required for its operation or presentation, are subject to copyright, trademark or other intellectual property rights belonging to SKILLVALUE.

More precisely, the content of Tests, their names, visual presentation, technical questions and solutions they contain are the sole and exclusive property of SKILLVALUE.

There is no transfer of property rights over the Site content (and notably technical questions in the Tests), excluding the right of use as defined hereunder.

SKILLVALUE grants Users a non-exclusive right of use without the right to sub-licence over the Site content and Tests, for the term and in line with the terms and conditions of use thereof.

b. Property of the Blog

The Blog and its content are the sole and exclusive property of SKILLVALUE, notwithstanding any indication to the contrary on the Blog. However, SKILLVALUE is not responsible for the content of the Blog in such instance as this is not published by Pentalog Group.

5. Use of the Site

a. Browsing and registration

i. Use without Account creation

User hereby acknowledges that any visit or browsing on the Site, even without creating an account, is governed by the present General Terms and Conditions, and notably provisions pertaining to Site property and content, and those relative to Cookies.

ii. Account creation

Use of the Site may imply creation of an Account by the User. Consequently, the User hereby undertakes to create an Account by providing true, accurate and complete information. User acknowledges that Personal Data sent to SKILLVALUE as part of Account creation will be processed as defined in the Privacy Policy.

User acknowledges that only one Account should exist per Company or Independent & Private User, and undertakes not to create several Accounts.

Any User creating an Account on the Site guarantees that he is entitled and has the capacity to do so. Each User is responsible for his own actions and the information provided.

b. Terms of Use of the Site

User undertakes to act on the Site in a legitimate and legal manner and to be of legal age pursuant the applicable law in their country of residence.

It consequently undertakes to respect the present General Terms and Conditions and the Site content, and to act so as not to prejudice the Site, its operation and the property rights included on the Site, nor any other Users.

User hereby undertakes to use the Site, Platform and Tests and their content in respect of SKILLVALUE property rights. Consequently, User hereby undertakes not to copy, sell, modify, adapt, translate, transfer, sub-licence, distribute, re-copy, download, reproduce or use by any means other than as part of accessing Services, and Site content or information included on the Site, and notably the content of Tests, technical questions, solutions etc.

SKILLVALUE authorises sharing on networks by Users of all information pertaining to their involvement in competitions organised by SKILLVALUE, the performance of Tests on the Site, the results of Tests or sharing SKILLVALUE certificates, with it being understood that when sharing information, this should include an indication of copyright, trademarks or other property rights appearing on the Content of the original Site.

User clearly acknowledges that sharing content on the Site is not authorised, notably sharing the content of Tests, technical questions or visuals used in Tests.

User hereby undertakes not to decipher, decompile, disassemble, or undertake any reverse engineering on any software including or forming a part of the Site or Platform.

Use of Site content on any other Website or networked computer environment for any purpose is strictly prohibited.

c. Liability

User hereby expressly acknowledges that the services and Site are provided “as is” by SKILLVALUE, and that use of the Site and its content remain under the sole and exclusive liability of User. SKILLVALUE does not offer any guarantee as to the suitability of Services with the User requirements, nor as to non-interruption, absence of errors or security of Services, nor as to the reliability or accuracy of the results of Tests undertaken on the Site.

Consequently, SKILLVALUE does not guarantee the exhaustive or complete nature of the Tests proposed on the Site, nor the singularity of correct answers which are approved.

User expressly acknowledges that SKILLVALUE will not be held liable for consequential immaterial damages of any nature whatsoever whether related to use of the Site (including, without being limited to, loss of profit, business of damages resulting from data loss or interrupted activities), due notably to:

- use or impossibility of use of the Site Services;
- unauthorised access or damage to data issued;
- declarations or actions by any third parties concerning the Site Services;

- any other issue related to Site Services.

The liability of SKILLVALUE may not be incurred in the event of any error or defective operation of the Site, Platform or Tests.

The liability of SKILLVALUE is limited to provision of the Site and Platform.

d. Sanctions

SKILLVALUE hereby reserves the right to exclude or suspend the Account of any User who fails to respect the terms and conditions of use defined hereinabove.

Consequently, in the event of any default, SKILLVALUE will contact the User concerned and may request that the latter end the default observed. In such instance as the default continues, SKILLVALUE may suspend the Account concerned, or delete this at its own discretion and under its own initiative.

Moreover, Users hereby acknowledge that any default in the present General Terms and Conditions may lead to a prejudice for SKILLVALUE and acknowledges that SKILLVALUE may claim compensation from the User for the prejudice suffered due to the default.

6. Personal data

All Personal Data collected in the framework of the Services will be processed by SKILLVALUE pursuant to the Privacy Policy.

7. Cookies

SKILLVALUE uses “cookies” so as to personalise and optimise browsing and online time. A cookie is a text file placed temporarily on the memory of the User’s PC (“session” browsing cookie), or stored permanently on the hard disc drive (“persistent” cookie), by a Web server. Cookies cannot execute programmes or introduce any viruses onto your computer. Cookies are attributed uniquely and can only be read by a web server at the domain which sent them.

Each User is entitled to accept or refuse cookies at any time by amending the settings of its web browser. However, refusal to accept cookies may obstruct performance and have a negative influence on web browsing.

8. Applicable law

The present General Terms and Conditions of Use are governed by French law. In the event of any difficulty in interpretation or performance hereof, the jurisdiction of Orléans Court of Appeal will hold sole and exclusive jurisdictional competence.

9. Miscellaneous provisions

If any stipulation herein is declared null and void by a court, this will not affect the validity of other stipulations in these General Terms and Conditions of Use which will remain in force. No relinquishment of any stipulations in the present General Terms and Conditions of Use will constitute future or permanent relinquishment of this stipulation or any other.

SKILLVALUE may amend the present document in whole or in part. Any modification to the present General Terms and Conditions of Use will be notified to Users who will have ten (10) days from the date of notification in which to object to the new version of the General Terms and Conditions.

In the event of any refusal of the new version of the General Terms and Conditions within the deadline indicated hereinabove, this will be considered as accepted by the User.

In the event of any disagreement by the User as to the new version of the General Terms and Conditions, SKILLVALUE reserves the right to suspend the User Account.

10. Feedback

SKILLVALUE offers Site Users the possibility of making comments, asking questions and making suggestions. Any information sent by email will be used taking due account of the right to confidentiality and image rights.

SKILLVALUE hereby reserves the right to publish or communicate about Tests, User testimonies, User experiences, after the prior written consent of the User(s) concerned.