

## Talenteum Terms and Conditions of Sale and Use

### 1.) Purpose

These Terms and Conditions of Sale and Use ("Terms") set out the rules applicable to the consultation of the Talenteum website ([www.talenteum.com](http://www.talenteum.com) including any other variation of the website, such as the website [www.talenteum.africa](http://www.talenteum.africa)...) and to the ordering and use, free of charge or payable, of the services, contents and functionalities provided directly or indirectly by the Talenteum website, and/or the company which owns it, or even, if applicable, its parent company, its sister companies and/or its subsidiaries companies, hereinafter the "Site".

They are concluded between:

Talenteum Ltd, and/or where applicable, its parent company, sister companies and/or subsidiaries companies, hereinafter ("Talenteum") on the one hand,  
and

The user of the Site ("User") on the other hand.

Any User of the Site is deemed to have read and accepted without reservation these Terms.

Any access and/or use of the Site and its functionalities implies the respect and acceptance of these Terms. They constitute an agreement between Talenteum and the User.

If the User would express a reservation, or even refuse all or part of these Terms, the User undertakes to renounce any use of the Site, of any nature whatsoever.

### 2.) Definitions

**User:** means any natural or legal person using the Site as defined in the Purpose. The term "User" may refer to, but is not limited to: a talent, a company, a partner, a training centre, a recruitment agency, an authorised distributor, and/or any other stakeholder.

**Talent:** means a User that also having a skill that can be sought immediately or later by another User. A Talent can intervene remotely or not, from his home or not, in the context of a Collaboration.

**Entity:** means a User that, in addition, may express an immediate or future need that can be filled by another User.

**Partner:** means a User that, in addition, bringing an added value to the Site and/or to the Talenteum ecosystem. This may include, but is not limited to, a training organisation, a recruitment agency, a coworking space provider, etc.

**Stakeholder:** means any User that also contributing directly or indirectly to the Talenteum ecosystem.

**Collaboration:** means the direct or indirect relationship, regardless of its duration, between two or more Users.

Any Collaboration implies, where applicable, a mandate given to Talenteum to enable this relationship. When a Collaboration is established between a Talent and an Entity, the operational supervision of the Talent is ensured by the Entity itself.

**User Content:** The term "User Content" refers to the data transmitted by the User in the various sections of the Site.

**Service(s):** it refers to all functionalities provided directly or indirectly by the Site. This may include, but not limited to: the Talent presentation interface, the matchmaking process, the collaborative interface, the Collaboration itself, etc.

**Reference Currency:** By express agreement the "reference currency" is the Euro.

**Cost price:** "Cost price" means all costs associated, directly or indirectly, with a Talent or any other good or service, relating to the Talent or any other user, including, but not limited to, remuneration, employer's charges, bonuses, bank charges, exchange risk. In case one or more of these costs are paid by Talenteum in a currency other than the Reference Currency, and this currency is valued in relation to the Reference Currency in which Talenteum invoices this or these costs, it is expressly agreed that the amount invoiced in the Reference Currency will be valued accordingly.

### **3.) Registration to the Site & Use**

The creation of an account by the User is required to access to some functionalities of the Site.

The User must be at least 18 years old and legally capable of entering into an agreement and using the Site, in accordance with these Terms and the applicable laws. The User is required to provide accurate information, which he/she undertakes to update immediately in the event of any change.

The access to the account is created and protected by a login and a password defined by the User when registering on the Site. The User is solely liable for any use that may be made of his login and password, and is the sole guarantor of their confidentiality as well as of any use of his account.

The User operates the Site under his sole liability. The Site cannot be held liable for the consequences of any use, authorised or not, of the User's account.

In the event that a User provides false, inaccurate, expired or incomplete data, or makes a prohibited and/or non-compliant use of the Site, Talenteum shall be entitled to suspend and/or proceed to the temporary or definitive closure of his account, to refuse him, in the future, access to all or part of the Services, without any possible recourse for the User, and without excluding possible legal proceedings that Talenteum reserves the right to initiate against the User(s) concerned directly or indirectly.

### **4.) Description of the Services and operation of the Site**

The Services facilitates interactions between the Users and include, but not limited to: the Talent presentation interface, the matching process, the collaborative interface, the collaboration between two or more Users, etc...

### **5.) Access to the Site and Services**

Talenteum reserves the right, without notice or compensation, to take the following non exhaustive decisions:

- to temporarily or permanently close the Site ;
- to close or reduce access to one or more functionalities, in particular in the context of an evolutionary and/or corrective update of the Site;
- change the operating modes;
- amend the hours of accessibility...

## **6.) Fees**

A part of the Services is provided free of charge. However, the use of and/or access to some functionalities of the Site may be subject to a fee and involve a mandate given to Talenteum and/or a payment that may include, but not limited to, services fees, using fees, rebilling fees, indemnities related to court decisions, various other costs, whether or not related to the Talent and/or any other Stakeholder.

## **7.) Terms and conditions of payment**

The terms and conditions of payment, the rules relating to late payment and/or possible surcharges are set out in these Terms, and possibly specified in the appendix(es) attached to these Terms.

Talenteum is the first social bridging platform allowing the recruitment and Collaboration between Stakeholders located in countries that are sometimes very far from each other, both geographically and socio-culturally. As such, Talenteum incurs expenses on behalf of its Users. These costs are fully re-invoiced to them at "Cost price". The sustainability of Talenteum relies on the economic and financial discipline of its Stakeholders, implying the non-existence of late payment, in the interest of all. The payment of all amounts due is made by bank transfer or by direct debit. In case of disagreement on an invoice, proforma or not, the User has a period of 15 days after receipt to make a claim. Failing this, the invoice is deemed to have been accepted. Invoices, proforma or not, are due upon receipt. Any payment not received within 5 working days following the send of the invoice, proforma or not will result in an automatic increase of at least 5% of the total amount of the invoice, including interest for late payment, for each calendar week of delay, any week started being due.

## **8.) Evaluation and Recommendation System**

During and/or at the end of each Collaboration between them, the Stakeholders are encouraged to evaluate each other. The evaluation left by a User may appear on the Site.

Moreover, each User has the possibility to recommend a friend, a family member, a colleague... and to invite them to become a member of the Talenteum community by registering on the Site.

Talenteum reserves the right to accept or refuse, without having to give a reason, the recommendation and/or the registration request of the new User.

## **9.) Disputes**

In the event of a disagreement between the parties, they undertake to inform Talenteum and to make every effort to find an amicable agreement as soon as possible.

Talenteum may try to intervene, without committing itself to do so, as a mediator in order to help to find a solution between the parties. Failing an agreement reached between the parties, they agree that their disagreement will be dealt with by an arbitration body as provided for in article 20 of these Terms. As such, all costs, including costs incurred and/or paid by Talenteum, will be supported by the parties other than Talenteum. The parties, individually, or collectively, expressly acknowledge that they will not request, or cause, Talenteum to support, directly or indirectly, any costs related to disputes arising in the context of a Collaboration between them and/or relating to the use of the Site.

## 10.) Commitments

The User undertakes to use the Site and the Services in compliance with the applicable laws and the present Terms.

The User undertakes to make fair use of the Site, including not to circumvent the Site and its Services. The User agrees not to use the Site and/or its content for illegal, fraudulent or unauthorised purposes. Violation of this prohibition may result in the temporary or permanent closure of the User's account in accordance with Article 3 above, and/or, if applicable, in the payment of the penalty provided for below.

The User is prohibited from extracting all or part of the Site, by any means whatsoever (including "scraping"). If an extraction is authorised, the User undertakes however not to use it in a way that is contrary to Talenteum's interests (neither financial, nor to its image, nor to its reputation...) in the context of an illegal activity and/or directly or indirectly competing with Talenteum.

Failure to comply with any of these commitments will entail the payment of a penalty and/or indemnity as provided for below.

Furthermore, in the context of a Collaboration, the Users commit to respect these Terms and its appendix(es) as well as the law (Labor Law, Business Law...) applicable to said Collaboration.

In addition to the fees for the use of the Site and any amounts due by the Users in the context of their Collaboration(s), the User agrees to accept and pay without delay any other costs, foreseeable or unforeseeable, near or far, provided for or not by the present Terms, directly or indirectly related to the Collaboration. This may include, but not limited to, the cost of notice periods and labour compensation.

Each User, wherever he/she resides, is required to respect all the obligations of the country where he/she resides and to comply with the laws relating to his/her status. He expressly undertakes to do so and releases Talenteum from any obligation to teach him and/or remind him of them, and from any liability for the information that Talenteum may or may not provide to this effect.

The User undertakes to carry out all the declarations and formalities necessary for his activity, and to meet all his legal, accounting, social, administrative and fiscal obligations, and any specific obligations incumbent upon him, in accordance with the law and/or legislation of the country on which he depends, in the context of his activity and the use of the Services.

If requested, the User agrees to upload all documents that can prove his skills, and/or his compliance with the various obligations mentioned above, as well as any other additional document, upon simple request.

The User acknowledges that Talenteum cannot be held liable for the verification nor for the good accomplishment of the above mentioned formalities.

The User acknowledges that in order to verify the User's compliance with the present Terms and with the applicable laws, Talenteum, without being obliged to do so, may take cognizance of any Content published, communicated and exchanged through the Site.

Likewise, the User acknowledges that Talenteum may intervene to moderate the published contents, or even to modify and/or delete them if Talenteum considers, in particular, that they do not comply with the applicable laws and regulations.

The User undertakes to propose a serious and sufficiently detailed Collaboration offer to the other Users, with a view to obtaining an appropriate response, particularly financially. In this respect, the User undertakes to provide all necessary details so that the description of the

Collaboration offer is as accurate as possible and does not mislead Talenteum or the other Parties.

The User expressly undertakes to make any proposal of collaboration offer through the Site only.

The User acknowledges that the subscription to some functionalities gives rise to one or more appendixes which form an integral part of these Terms. The appendix will specify in particular the methods of execution of these or the elements constituting the Service and/or the Collaboration.

The User agrees not to use the Services and/or the Site to promote his activity or the activity of a third party, without the express request and prior consent of Talenteum. In this respect, the User undertakes not to send any advertising message to the other Users of the Site, nor to canvass them. Failure to comply with this commitment shall give rise to the payment of a penalty and/or compensation, the amount of which shall not be less than that provided for below, in Article 10 "Commitments".

The User undertakes not to request the cancellation of his payment and/or his direct debit authorisation from his banking institution during the Collaboration.

The User acknowledges that the validation of his Collaboration by the Site is worth acceptance of the Collaboration and irrevocable payment order to the benefit of Talenteum and/or the other Tenant Party with whom the Collaboration is materialized.

By this validation, each User acknowledges that the Collaboration is compliant and definitively waives any claim or recourse against Talenteum.

The Talent undertakes to preserve the confidentiality of the exchanges he/she may have had with the Entity, and the information that may have been transmitted to him/her or of which he/she would have been aware during a contact via the Site, whether or not it resulted into a Collaboration. Users is prohibited from sharing with any third party, privately or on social networks, any exchange, information or excerpt of conversation from the Site's messaging system and/or its various features.

Within the framework of a Collaboration, the User benefiting from the Collaboration undertakes to pay all the amounts due to Talenteum. The other Party to the Collaboration undertakes, prior to the payment of the amount that may be due, to provide the necessary information for the calculation of the said amount.

The Contracting Parties, including the Talent and the Entity, also acknowledge that an appendix, which may respectively take the form of an Employment Contract and/or a Portage Mandate/Employment of record, completes the present Terms and has been established and expressly accepted by each of them, in order to specify the terms and conditions for the execution of these Terms and/or the constituent elements of the Collaboration. In this respect, the Parties agree to consider these appendixes as an integral part of these Terms and to respect them. In case of unilateral breach of one of these appendix and/or one of these annexed contracts, the User acknowledges the prejudice suffered by Talenteum and/or its Users and undertakes to pay Talenteum a minimum lump sum as provided below.

The Talent undertakes to collaborate only on an *intuitu personae* basis: he/she shall not subcontract all or part of the Collaboration to a third party. In the event that the Talent works under a corporate form other than a one-person company, he/she undertakes to carry out the Collaboration personally.

Moreover, misappropriation, without this definition being exhaustive, means the fact that the User, member or not, registered or not, proposes and/or carries out and/or takes over

and/or perpetuates a Collaboration with another User, outside the Site and/or outside Talenteum's intermediary, to the detriment of sums that Talenteum would not receive or would no longer receive, and/or of its reputation and/or its image.

In general, the Users undertake to use the Site in good faith, to respect their commitments, including contractual commitments, to organize and perpetuate all Collaborations between them in the exclusive framework of the Site. In this respect, the Stakeholders acknowledge that any bad faith use of the Site, and/or non-compliance with the agreement and/or its appendix, and/or unilateral breach of the contract agreed with Talenteum and/or the Site, and/or misappropriation or attempted misappropriation of the assets of the Site, its Members, its Users, its Stakeholders, Talents, Companies, Partners, without this list being exhaustive, having or not already organized a Collaboration between them, is strictly prohibited and constitutes a prejudice for Talenteum and/or the Site.

As such, the author of the above is deemed to have seriously failed in his commitments, and undertakes to pay a penalty of not less than €50,000 (fifty thousand euros), without prejudice to additional compensation that may be granted in the context of a court decision in particular. Moreover, each User who is not the author but who has nevertheless accepted or participated in these practices, directly or indirectly, undertakes to acknowledge his liability in the prejudice suffered by Talenteum and/or the Site and to compensate Talenteum for the same amount.

The User is solely liable for any direct or indirect damage he may suffer due to inaccurate, incomplete and/or misleading information he provided at the time of his registration, or in the absence of updating of such information, the consequences of which he alone shall bear. The User acknowledges and accepts that any notification under these Terms may be made to him/her through the email address provided when creating his/her profile on the Site.

The User is solely liable for all information and Content that he/she decides to put online on the Site.

The User expressly refrains from publishing any Content that is abusive, defamatory, disparaging, slanderous, racist, xenophobic, contrary to morality and good manners, infringing or likely to infringe public order or the rights of third parties, the reputation and image of Talenteum and more generally, whose content would infringe the law and/or regulations, in particular of a penal nature.

The Entity is solely liable for the description of the Collaboration offer for which it uses the Site. In case of error in the description of the proposed Collaboration, the Entity or the User proposing a Collaboration shall be solely liable for any necessary additional services and related additional costs, in particular by formalizing with the Talent an additional Collaboration, through Talenteum.

The User is solely liable for the Collaborations implemented through the Site, and for their execution.

The Site intervenes to facilitate the interactions between the Users. The conclusion and execution of the Collaboration between them are carried out at the initiative and under the exclusive liability of the latter.

The Users acknowledge that the technical tools and means made available to them by Talenteum do not exonerate them from their liability as to the legal obligations applicable to them. In particular, they acknowledge that they remain fully liable for their legal and fiscal obligations in terms of remuneration and/or invoicing, including regarding to their VAT declaration and payment obligations when their status implies it.

### **11.) Limitation of liability**

Talenteum makes all effort to ensure the access and the proper functioning of the Site and the Services 24 hours a day, 7 days a week.

With this said and given the limits of the Internet, Talenteum cannot exclude that the access and the functioning of the Site and the Services may be interrupted in particular in case of force majeure, malfunctioning of the User's equipment, malfunctioning of the User's Internet network, maintenance operations intended to improve the Site and the Services.

As such, Talenteum shall not be held liable for any interruption of the Services and/or the consequences and/or damages, whether pecuniary or non-pecuniary, resulting from such an interruption, whether voluntary or not.

Talenteum provides its Users with tools and technical means enabling them to enter into contact through the Site. Its obligation is limited to the attempt to provide these means, as described in the present Terms, and to the connection between the Users in order to allow, in particular, a Collaboration between them.

Talenteum and the User are independent parties, each acting in his own name and for his own account.

As such, each User shall hold Talenteum harmless from any direct or indirect consequences resulting directly or indirectly from the setting up of the relationship, the conclusion and/or the execution of the Collaboration between the Parties.

In this respect, Talenteum shall not be held liable for any cancellation of payment or revocation of direct debit authorisation, in particular at the initiative of the Company, and for the consequences that may result therefrom.

Talenteum shall not be held liable in any way for any breach of the obligations incumbent on the Users, including in the context of the fight against concealed work and the respect of the rules of transparency, as well as for any damage that may result from it.

Under no circumstances shall Talenteum be held liable for false, misleading or expired information communicated by the Talent.

Similarly, Talenteum reserves the right not to transmit to Users, in particular to Talents, messages from other Users, in particular from Entities, and conversely, messages from Talents to Entities in particular, when the latter do not comply with the conditions of use of the Site.

Finally, in a general perspective and to the greatest extent permitted by the applicable laws Talenteum disclaims all declarations, liabilities and other conditions relating to the Site and the use of the Site.

### **12.) Insurance**

Talenteum has subscribed a "civil liability" insurance policy.

The details of the guarantees subscribed (including nature, limits, deductibles, etc.) and special conditions of coverage of the subscribed policy can be requested from Talenteum.

Talenteum cannot be held liable for any failure to apply the insurance policy to any damage whatsoever.

The User acknowledges that he is free to subscribe to a professional liability insurance policy in his own name and on his own behalf, as long as his status allows it.

### **13.) Personal data**

The User is informed that Talenteum proceeds to automated processing of the User's personal data when using the Site (connection, registration, etc...), including when connecting to the Site, registering to the Site or using the payment system.

Talenteum is the recipient of the personal data collected through the Site. Talenteum undertakes to use the means to ensure the security and confidentiality of these data.

These data are intended to enable Talenteum to make the Services accessible to the User and are also used for statistical purposes, direct commercial prospecting and sending newsletters.

The collected information and documents are not resold to third parties.

They are only communicated to Talenteum in the framework of transparency rules.

Talenteum conserves the data for a period of five years from the closing of the User's account.

The User has the right to access, modify, rectify and delete his personal data.

The User may also oppose this treatment for legitimate reasons.

To exercise these rights, the User may write to the following e-mail address: [partenariat@talenteum.com](mailto:partenariat@talenteum.com).

The User is also informed that all the company's servers on which these data are stored and those of the service providers used to exchange and store these data are all located in Europe. Failing this, or for back-up logic, they are located in the United States and/or Africa, where applicable.

#### **14.) Cookies**

For the proper functioning of the Site and the Services, the Site uses cookies. To this end, cookies are placed on the User's computer during his connection to the Site. By using the Talenteum Website, the User consents to the use of cookies.

Cookies record information related to navigation (pages consulted, date and time of consultation, etc...) and to the identification of its Users.

The conservation period of the cookies implanted by Talenteum is 6 months.

However, the User has the possibility to oppose the use of cookies by configuring his browser.

#### **15.) Intellectual property**

The Site and each of elements that make it up, including but not limited to texts, images, videos, photographs, brands, logos, corporate names, and domain names are the exclusive property of Talenteum or its Partners.

These elements are protected by the laws relating to intellectual property and others, including copyright.

Any reproduction or representation, in whole or in part, of the Site or of any of its constituent elements, without the authorisation of Talenteum is prohibited.

The User who would not respect this obligation expressly acknowledges that he has to compensate Talenteum for an amount which cannot be less than the one provided for in Article 10 "Commitments".

Any User publishing Content on the Site retains full liability for said Content.

By creating a profile or leaving recommendations on the profiles, the User expressly authorizes Talenteum to use, distribute, host, store, reproduce, communicate, publish, modify, adapt, translate and display this public Content on the Site, the social networks the blogs operated by the latter and/or on any other media (including physical and digital, press



kits, commercial media, promotional and/or advertising material), by any means, for the purposes of exploitation, improvement, promotion, marketing, advertising of the Services and the Site or for the needs of setting up partnerships. This authorisation is valid for the entire world and for the duration of the registration of the User.

The User acknowledges that any use of his Content made by Talenteum prior to his deregistration, deletion or termination of his account may not be questioned.

## **16.) Hypertext links**

The User is authorised to create one or more hypertext link(s) pointing, for example, to the home page of the Site or to its User page.

The Users are prohibited from creating any link from sites that do not comply with the applicable laws or that are likely to harm the interests, reputation and/or image of the Site and Talenteum.

In any case, Talenteum reserves the right to terminate this authorisation at any time if it appears to it that the link established with the Site is likely to harm its interests, reputation and/or image. In this case, the User agrees to immediately remove all links to the Site, at the first request of Talenteum.

In no case, the existence of a hypertext link from a third party site to the Site implies a cooperation and/or a partnership between the Site and this third party site. Talenteum has no control over third-party sites and therefore assumes no liability for the content, products and/or services available on or from such third-party sites containing a hyperlink to the Site.

The Site may contain links to Partners' sites or to third party sites. Talenteum has no control over these sites and therefore assumes no liability for the availability of these sites, their content and the products and/or services available on or from these sites.

Talenteum will not be liable for any direct or indirect damages that may arise in connection with the User's access to the partner and/or third party site and from the User's use of the contents and products and/or services of this site.

## **17.) Duration & termination**

The present Terms are accepted and respected since the use of the Site, during the whole duration of the use of the Site, free of charge and/or payable, and/or, as the case may be, as long as a relationship, free or not, is established between one or several Users, and/or would result from it.

Regarding some Services and/or Collaboration(s), the appendix(es) completing the present Terms, and established between (i) Talenteum and one of the Users, the Entity for instance, on the one hand, and (ii) Talenteum and another User, the Talent for instance, on the other hand, will specify the constituent elements of the said Services and/or Collaboration(s), including but not limited to, the duration and/or termination modality relating to each Service and/or Collaboration, if applicable. However, on the expiry date of the Service and/or Collaboration, the Users expressly acknowledge that they remain bound by the obligations, of any kind, that are set out in the present Terms until 3 years after the purge of said obligations.

In the event that the User does not respect the present Terms and/or the appendixes that completing them, including by not providing the information required for the proper use of the Site, and/or by committing any breach of the applicable laws and regulations, and/or contractual obligations, Talenteum reserves the right, without giving any reason, to suspend or even close the User's account, automatically and by right, to deny him/her, in the future,

access to all or part of the Services, without prejudice to any contractual penalties and indemnities provided for in these Terms and its appendixes, and to any possible damages that Talenteum reserves the right and/or would be entitled to claim.

**18.) Nullity - Waiver**

In the event that any of the provisions of this agreement would be declared null and void or deemed unwritten by a change in legislation, regulations or by a court decision, it will not affect the validity of and compliance with these Terms and/or any of its appendixes. The failure of Talenteum to exercise its rights which are recognized under these Terms does not constitute a waiver of said rights.

**19.) Modification of the Terms**

Talenteum reserves the possibility to amend all or part of the present Terms. The User undertakes to consult them regularly in order to be informed of any changes made. If the User does not adhere to the new Terms, he has a period of 30 (thirty) days from the date of modification and/or notification of modification to inform Talenteum, by registered mail with acknowledgement of receipt, received before the end of these 30 (thirty) days. In the event that the User has not notified his disagreement within the above-mentioned period, the amendments will be considered as accepted by said User.

**20.) Governing law and jurisdiction**

The present Terms and Conditions, and its possible appendixes, are governed by Mauritian law. Any dispute, controversy, difference or claim arising out of or relating to the application and interpretation of these Terms and Conditions, and/or its appendixes, will be submitted to and finally settled by arbitration administered by the Mauritius Chamber of Commerce and Industry Arbitration and Mediation Centre ("MARC") in accordance with the applicable MARC Arbitration Rules at the time of the submission of the request for arbitration. The seat of the arbitration will be Port Louis, Mauritius. The arbitration proceedings will be conducted in French.

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Last modification: 20 September 2021

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