

General Terms of Use

These terms of and conditions of use ("**General Terms of Use**") set out the terms on which you may access and use our website (www.heytempo.com) ("**Website**"), download and use any "Tempo" mobile application ("**App**") and access our services, whether through the Website, the App, or made available by us or one of our group companies by other means from time to time ("**Services**").

1. The Website and the App are owned and operated by Tempfair Limited ("**Tempo**" / "**we**" / "**us**" / "**our**") or by one of our group companies, and are made available to you subject to these General Terms of Use. Where you are a Candidate the "**Additional Candidate Terms**" will also apply to you and form part of these General Terms of Use. Where you are a Business the "**Additional Business Terms**" will also apply to you and form part of these General Terms of Use. Services may be offered or provided by us or by one of our group companies. The use of certain Services offered through the Website or App may be subject to specific terms and conditions which may substitute, complete and / or modify these General Terms of Use. Therefore, prior to the use of such services, you must also carefully read and accept the corresponding terms and conditions for those Services.
2. By using the Website and/or the App and/or any Services, you are deemed to accept these General Terms of Use and any additional terms and conditions which advise you apply to the Services you choose to receive. If you do not agree to this, you may not use the Website, the App or receive the relevant Services. The use of the Website or App means acceptance of the terms and conditions that apply when you access it. We therefore recommend that you periodically review these General Terms of Use for any changes or updates.
3. Tempfair Limited is a company registered in England and Wales under company number 09975968. Our registered address is 8 Greencoat Place, London, SW1P 1PL.

1. Your use of the Website or App

- 1.1. You agree that you will not:
 - 1.1.1. use the Website or App (or any part of the Website or App) to upload or transmit content that is illegal or to conduct illegal activities;
 - 1.1.2. upload or transmit content to the Website or App (or any part of the Website or App) that does not meet the quality standards established by us;
 - 1.1.3. upload or transmit content to the Website or App (or any part of the Website or App) that violates the fundamental rights of individuals, is discourteous, offensive or that does not meet our guidelines on what

is appropriate;

- 1.1.4. use the Website or App (or any part of the Website or App) for any illegal purpose or in any way that may lead to the encouragement, procurement or carrying out of any criminal activity;
- 1.1.5. upload, transmit or otherwise disseminate through the Website or App (or any part of the Website or App) : (i) any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer; (ii) any material which is defamatory, offensive, or of an obscene, vulgar, indecent or menacing character, or that may cause annoyance, inconvenience or needless anxiety, or have the effect of being harassing, threatening, abusive or hateful or that may otherwise degrade or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability; or (iii) any material which is copyrighted (unless you are the copyright owner or have permission of the copyright owner to post it), or reveals trade secrets (unless you own them or have permission of the owner) or infringes on any other intellectual property rights of others or on the privacy or publicity rights of others;
- 1.1.6. use the Website or App (or any part of the Website or App) in a way that may cause it to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website or App is in any way impaired, including, without limitation, "overloading", "flooding", "spamming", "mailbombing" or "crashing";
- 1.1.7. send unsolicited e-mail, including promotions or advertising of products or services; or
- 1.1.8. access or attempt to access any part of the Website or App that you are not authorized to access and you will not penetrate or attempt to penetrate Website or App security measures.

- 1.2. You agree that, in the event that you have any right, claim or action against any user of the Website or App arising out of that user's use of the Website or App, you will pursue such right, claim or action independently of, and without recourse to, us.

2. Electronic communications:

- 2.1. Acceptance of these General Terms of Use or specific terms and conditions for the use of any of our the Services, implies your express authorization for us to send you the electronic communications indicated in the following paragraph to your home, mobile phone and email address. Such authorization includes sending commercial and advertising communications related to products and

services from us and other portals related to this platform as well as third parties and their portals (including our group companies). We currently send the following communications via email or mobile notification:

- 2.1.1. suggestions and job alerts;
- 2.1.2. a newsletter with tips for finding employment, reports, trends, etc.;

2.1.3. commercial communications (for advertising, market research and with commercial prospects).

2.2. We provide two mechanisms by which users of our Services who so request to enable or deny service of electronic communications, can simply and freely activate and deactivate them at the moment of registration or via their home menu inside the Website or App. Users may also unsubscribe from the emails themselves at the bottom of the body of emails. To turn off notifications in the mobile application you can do this from the options of your own mobile device.

2.3. By completing and sending the electronic registration form you consent to us sending electronic communications related to the field of training and employment. Sending these commercial communications will be done, in any case, by us without advertising companies or beneficiaries of advertising actions having any access to individual's personal data.

3. Intellectual Property Rights

3.1. You acknowledge and agree that all title, right and interest (including without limitation all copyright, trademarks and all other intellectual property rights) in all material or content supplied as part of the Website or App shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.

3.2. You acknowledge and agree that the material and content contained in the Website or the App is made available for your personal, non-commercial use only and that you may download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website or the App is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, save, modify, reproduce, transmit, publish, display, distribute or use for any purposes, whether commercial or non-commercial, the Website, the App or any software and information contained within the Website or the App without our permission, except to the extent necessarily required in order for you to display, use and navigate the Website or the App. You agree not to decompile, reverse engineer, disassemble, rent, lease, loan, sublicense, commercially exploit or create derivative works from the Website or the App.

- 3.3. By submitting information, text, photos, or other content to us via the Website or the App, you grant us a right to use such materials at our own discretion including, without limitation, to edit, copy, reproduce, disclose, post and remove such materials from the Website or the App.
- 3.4. The texts, designs, images, audio, databases, logos, structure, trademarks and other elements of the Website and App are protected by intellectual property rights and industrial rights of us and / or third party owners who have duly authorized their inclusion in the Website or App.
- 3.5. All intellectual property rights related to the Services and / or the Website and / or the App remain the property of us or our group companies or third parties who have licensed the use of such rights.
- 3.6. You may not reproduce, copy, modify, adapt, publish, transmit, distribute or otherwise commercially exploit any material which is the subject of intellectual property rights related to the Services and / or the Website and / or the App.

4. Links to and from other websites

- 4.1. You may establish links to the Website or App from locations outside the Website or App provided: (a) where linking to the Website, you link only to the home page of the Website; (b) you do not remove or obscure, advertisements, the copyright notice or other notices on the Website or App; (c) you give us notice of such link by sending an e-mail message to us at admin@heytempo.com; (d) you do not link from a site or service that could be construed as distasteful or offensive or a site which infringes any third party intellectual property rights; and (e) you immediately stop providing links to the Website or App if notified by us to do so.
- 4.2. We may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external websites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including without limitation any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external websites or resources.
- 4.3. You may not create a database in electronic or structured manual form by systematically and/or regularly downloading, caching, printing and storing any or all of the content on the Website or App (by spidering or otherwise) and you may not frame, harvest or scrape any of the content on the Website or App or otherwise access such content for similar purposes.

5. Warranties and Limitation on Liability

- 5.1. Nothing in these General Terms of Use shall exclude or limit our liability for fraudulent misrepresentation or for death or personal injury resulting from our negligence or that of our employees or our agents.
- 5.2. We do not accept any liability for damage to your computer system or loss of data that results from your use of the Website or App and we cannot guarantee that any files that you download are free from viruses, contamination or destructive features.
- 5.3. Whilst we will use reasonable endeavours to correct any errors or omissions as soon as practicable once they have been brought to our attention, we do not warrant that the information on the Website or App will be free from errors or omissions.

- 5.4. Whilst we will use reasonable endeavours to ensure a reasonable standard of integrity and reliability of the Website and App, we do not warrant that the Website or App will be available uninterrupted and in a fully operating condition.
- 5.5. Access to the Website or App may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond our control.
- 5.6. The Website and App are provided on an “as is” and “as available” basis without any representation or endorsement and we make no warranties of any kind, whether express or implied, in relation to the Website or App, including but not limited to, implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.
- 5.7. We will co-operate with any competent law enforcement authorities or court order requesting or directing us to disclose information about you or your use of the Website or App. There may be other circumstances in which we may, in our reasonable discretion, disclose information about you or your use of the Website or App following a request to do so by legal counsel in good faith in relation to a dispute with you or a third party.

6. Indemnity

- 6.1. You agree to be fully responsible for (and fully indemnify us against) all claims, liability, damages, losses, costs and expenses, including legal fees, suffered by us and arising out of any breach of these General Terms of Use by you or any other liabilities arising out of your use of the Website or the App, or the use by any other person accessing the Website or the App using your account.

7. Privacy and Security

- 7.1. We have the right, but not the obligation, to monitor any activity and content associated with the Website and App. We may investigate any reported violation of these General Terms of Use or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website or App).

8. Tempo Platforms

- 8.1. We do not warrant that (i) the Website / App and / or Services will be available at all times, and that (ii) the Website / App will be free of errors, viruses and / or other harmful applications.

- 8.2. We try to ensure continuous availability of our Website and App and all Services, but accept no responsibility for the consequences of interruptions or delays, however caused.
- 8.3. We may alter the design and specification of the Website or App or the nature of the Services at any time.
- 8.4. We are in continuous evolution and are continuously developing new tools that add value to our users. We may withdraw or add available Services from time to time.
- 8.5. You recognize that technically it is not possible to reach a 100% performance and availability from the Website or App. However, we will endeavour to keep the Website and App available as constantly as possible but there for reasons such as maintenance, security or capacity and because of events over which we cannot influence (eg anomalies of public communication networks, power outages, etc.) brief anomalies or temporary suspension may occur interrupting access to the App, the Website or the Services.

9. Severance

- 9.1. If any part of these General Terms of Use is deemed unlawful, void or for any reason unenforceable, then that part shall be deemed to be severable from these General Terms of Use and shall not affect the validity and enforceability of any of the remaining parts of these General Terms of Use.

10. Conflict of Terms

- 10.1. In the event of any conflict between the interpretation of these General Terms of Use and the interpretation of the Additional Candidate Terms and/or the Additional Business Terms, these General Terms of Use shall prevail.

11. Waiver

- 11.1. No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any part of these General Terms of Use.

12. Third Party Rights

- 12.1. Except insofar as these General Terms of Use expressly provide that a third party may in his own right enforce a term of these General Terms of Use, a person who is not a party to these General Terms of Use has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the General Terms of Use but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

13. Governing Law and Jurisdiction

- 13.1. These General Terms of Use, the jurisdiction clause contained in them and all non-contractual obligations arising in any way whatsoever out of or in connection with these terms and conditions, are governed by, construed and take effect in accordance with the law of England and Wales.
- 13.2. The courts of England and Wales have exclusive jurisdiction to settle any claim or dispute which may arise out of or in connection with these General Terms of Use.

14. Contact

- 14.1. If you have any questions about these General Terms of Use or any other terms that apply to the Services that we offer you can write to us at: admin@heytempo.com.

15. Cookies

- 15.1. By browsing on the Website and using the App you are accepting our use of cookies. In the event that you prefer to disable cookies, you can do so by changing the preferences in your internet browser.
- 15.2. We treat any data collected by cookies as strictly confidential and we comply with all applicable laws with respect to our treatment and use of any such data.
- 15.3. We do not use "spamming " techniques and only processes the data that you transmit through the electronic forms on the Website or App.

16. What are cookies and how does Tempo use them?

- 16.1. Cookies are pieces of text stored by a website, application or ad you have seen in your browser or on your device. Like most websites we use cookies to provide you with a better, faster and safer user experience. Cookies will in no way cause spam, viruses, or spyware.
- 16.2. Websites use cookies to obtain statistical information and better understand their users' behaviour. Cookies are stored on your computer but they are anonymous and do not track or store personal details.
- 16.3. We use cookies to improve user experience on our Website and App. Specifically we use cookies as: a security measure to avoid fraudulent activities and protect users; to identify the time users connect in order to understand users' preferences and thus offer them the best job openings at the time of connection; and to better evaluate web performance and identify any bugs or errors.
- 16.4. We work with other websites that may also store cookies in our users'

computers. These websites are Facebook, Twitter, LinkedIn and Google Analytics.

17. Policy browser

- 17.1. Our platforms are compatible with previous, current and most recent of the most popular browsers versions. If your browser is not supported, you can access our website but you may have some display problems.
- 17.2. Our platforms require you to enable session cookies (it is recommended to enable cookies permanently) and JavaScript in your browser.

Additional Candidate Terms

18. Your Registration and right to Cancel

- 18.1. If you are a candidate seeking to receive details of job vacancies through the Website or App (a "**Candidate**") you will need to register and create an account with us through the "Talent" section of the Website or App and create a profile ("**Profile**").
- 18.2. In order to register and set up your account you must create a password which, in order to prevent fraud, you must keep confidential. If you know or suspect that someone else knows your password you should notify us immediately. If we have reason to believe that there is likely to be a breach of security or misuse of the Platform, we may require you to change your password or we may suspend your account.
- 18.3. Once you have registered, you may update your contact details, remove your Profile or unsubscribe from vacancy alerts by accessing your profile section of the Platform.
- 18.4. You agree to ensure that your details provided on registration, and any information submitted through your account is true and not in any respect inaccurate misleading, deceptive or likely to mislead or deceive.
- 18.5. During any periods when you are unavailable to be put forward as a candidate for any job, you must update your availability in your Profile.
- 18.6. You agree to notify us immediately of any changes which are relevant to your registration by informing us through the Platform where possible or otherwise by telephoning us on + 44 (0) 203 514 0323 or by emailing us at: admin@heytempo.com.
- 18.7. You can cancel your registration at any time by deleting your account from the Platform. This shall not affect your statutory rights.

19. Our Rights Following Registration

- 19.1. By providing us with your personal information on registration, you agree that we and our group companies can contact you during normal business hours by phone or email or other appropriate means regarding your account.
- 19.2. By submitting any content to the Website or App, you grant us and our group companies a royalty free, perpetual, irrevocable, sub-licensable, non-exclusive, right and licence to use, reproduce, modify, publish, translate, transmit, communicate, display or create any derivative works from such content. Where such content includes your Profile this will only be in relation to your use of the Services and in accordance with any additional terms and conditions which

expressly apply to such Services. We reserve the right to make inactive or delete at any time and without prior notice any content on the Website or App. In the event that we make inactive or delete any of your content on the App we shall use reasonable endeavours, but are not obliged, to contact you in advance.

- 19.3. We reserve the right to remove any content (including without limitation any Profile or information relating to a job vacancy) which we deem to be inaccurate, misleading, deceptive, likely to mislead or deceive or of an unacceptable standard.
- 19.4. We may suspend or cancel your registration immediately if you breach any of your obligations under these General Terms of Use or under any other terms and conditions which apply to any services provided to you, or otherwise at our reasonable discretion.
- 19.5. We reserve the right, at our sole discretion, to pursue all of our legal remedies, including but not limited to deletion of your content (including without limitation any Resume) from the Website or App and immediate termination of your registration with or without ability to access the Website or App and/or any service provided to you by us, upon any breach by you of the General Terms of Use, these Additional Candidate Terms or any other terms and conditions applicable to your use of any services provided by us or any of our group companies, if we are unable to verify or authenticate any consent you submit to the Website or App.

20. Available Services

- 20.1. As a Candidate you will have access to the following services:
 - 20.1.1. free Candidate Registration to the Platform for introduction to companies;
 - 20.1.2. services and management tools for the job search through the Platform;
 - 20.1.3. customized "Profile page" in the candidate's private menu;
 - 20.1.4. to be searched (according to the level of privacy selected) by companies through the database of candidates registered with us or any of our group companies;
 - 20.1.5. to be selected and proposed as an available candidate for specific positions posted on the Platform;
 - 20.1.6. automatic and free reception of offers from the Platform. We offer the possibility of being informed about job offers and employers that better meet your needs in an online environment, in an agile and free

manner;

20.1.7. updated online notifications of promotions on the field of recruitment and training;

20.1.8. other services that we create and consider of interest to you as advice, training, professional networking, forums, access to third party services or those offered by other companies under our umbrella organization.

20.2. Where you are selected for specific positions posted on the Platform you will either be:

20.2.1. engaged by the potential employer to provide your services and the following will apply:

20.2.1.1. you will need to negotiate the terms of your engagement or employment with that employer, we will not be involved in the process;

20.2.1.2. you must advise us that you have accepted a position that you found via the Platform; and

20.2.1.3. you may be offered additional services to assist you with that arrangement and where additional services are made available, the specific terms relating to those services will also apply;

or

20.2.1.4. engaged by Tempfair Limited (company number 09975968, with registered address at 8 Greencoat Place, London, SW1P 1PL) ("**Tempo**") as temporary worker and your services will be supplied by Tempo to fulfil that position and in such circumstances you agree to be engaged by Tempo on the "Worker Assignment Terms" for that position.

21. Ratings & Reviews

21.1. Content Treatment:

21.1.1. Tempo collects Ratings & Reviews of our candidates.

21.1.2. We collect Ratings & Reviews based on a score for professional qualities of our candidates. We also collect a free comment about the professional performance.

21.1.3. Tempo performs quality control over the information gathered, especially in the free text fields, to ensure that the principle of data

quality is observed and that they are not excessive or disproportionate considering the intended purpose. In addition, such control allows us to check that no specially protected candidate data is collected.

21.2. Source of data:

21.2.1. Ratings & Reviews compiled by Tempo are facilitated by former employers of our candidates. Contact details of these employers are provided by the candidate themselves.

21.2.2. The candidate guarantees that all information provided to Tempo regarding former employers and their opinions has their consent for distribution in our platform.

21.3. Purpose of data

21.3.1. The purpose of collecting data is the elaboration of the candidate's professional profile. The data will not be used for any other purpose.

21.4. Data recipients

21.4.1. The recipients of the data will be Tempo's user businesses in whose offers the candidate has registered or that receive the candidate's profile as a suggestion by Tempo due to the fit with the required profile.

21.5. Candidate Rights

21.5.1. Candidates cannot withdraw themselves online content related to Ratings & Reviews. Therefore, in case you want to exercise their rights of access, rectification, cancellation and opposition, you can email admin@heytempo.com.

Additional Business Terms

22. Your Registration and right to Cancel

- 22.1. If you are a business seeking to find candidates through the Website or App (or otherwise through services provided by us or one of our group companies) (a "**Business**") you will need to register and create an account with us through the "Employer" section of the Website or App, or otherwise as instructed by us or one of our group companies.
- 22.2. In order to register and set up your account you must create a password which, in order to prevent fraud, you must keep confidential. If you know or suspect that someone else knows your password you should notify us immediately. If we have reason to believe that there is likely to be a breach of security or misuse of the Website or App, we may require you to change your password or we may suspend your account
- 22.3. Once you have registered, you may update your business details by accessing your account through the Website or the App.
- 22.4. You agree to ensure that your details provided on registration are true and not in any respect inaccurate misleading, deceptive or likely to mislead or deceive.
- 22.5. You agree to notify us immediately of any changes which are relevant to your registration by informing us through the Website or the App where possible or otherwise by telephoning us on + 44 (0)203 514 0323 or by emailing us at: admin@heytempo.com.
- 22.6. You can cancel your registration at any time by deleting your account from the Website or the App. This shall not affect your statutory rights.

23. Your Obligations

- 23.1. You are solely responsible for the form, completeness and accuracy of any content submitted to the Website or App or to us.
- 23.2. You will only submit content that is true and not in any respect inaccurate misleading, deceptive or likely to mislead or deceive.
- 23.3. Any and all job advertisements that you submit shall relate to specific and genuine job opportunities that were available at the time of posting.
- 23.4. By submitting content, you permit any user of the Website or App to view, store and reproduce such content for personal use.
- 23.5. You will ensure that all content submitted by you complies with all applicable laws including, but not limited to, the Sex Discrimination Act 1975, Race Relations Act 1976, Disability Discrimination Act 1995, Part Time Workers

(Prevention of Less Favourable Treatment) Regulations 2000, Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, Employment Equality (Religion or Belief) Regulations 2003, Employment Equality (Sexual Orientation Regulations) 2003 and Employment Equality (Age) Regulations 2006 and any other statutory or common law requirements relating to discrimination. You will also ensure that all content complies with the minimum requirements set out in Regulation 27 of the Conduct of Employment Agencies and Employment Businesses Regulations 2003.

24. Our Rights Following Registration

- 24.1. By providing us with information about your business on registration, you agree that we and our group companies can contact you during normal business hours by phone or email or other appropriate means regarding your account.
- 24.2. By submitting any content to the Website or App, you grant us and our group companies a royalty free, perpetual, irrevocable, sub-licensable, non-exclusive, right and licence to use, reproduce, modify, publish, translate, transmit, communicate, display or create any derivative works from such content.
- 24.3. We reserve the right to remove any content (including without limitation any information relating to a job vacancy) which we deem to be inaccurate, misleading, deceptive, likely to mislead or deceive or of an unacceptable standard.
- 24.4. We may suspend or cancel your registration immediately if you breach any of your obligations under these General Terms of Use or under any other terms and conditions which apply to any Services provided to you, or otherwise at our reasonable discretion.
- 24.5. We reserve the right, at our sole discretion, to pursue all of our legal remedies, including but not limited to deletion of your content from the Website or the App and immediate termination of your registration with or without ability to access the Website or the App and/or any Service provided to you by us, upon any breach by you of the General Terms of Use, or any other terms and conditions applicable to your use of any services provided by us or any of our group companies, if we are unable to verify or authenticate any consent you submit to the Website or the App.

25. Available Services

- 25.1. As a Business you will be able to access to the following Services:
 - 25.1.1. Advertising Options;
 - 25.1.2. Post a Job;

25.1.3. Access to Candidates Profiles.

25.2. As a Business we may also offer to you additional Services that are not immediately available to you on registration and for which you will need to apply and be granted access in order to use them. The availability of any additional Services will be at our discretion and may require additional approvals or verifications or conditions to be complied with before you are permitted to use them.

25.3. Where additional Services are made available, the specific terms relating to those Services will also apply.

25.4. We may suspend or cancel your registration immediately if you breach any of your obligations under these General Terms of Use or under any other terms and conditions which apply to any Services provided to you, or otherwise at our reasonable discretion.

25.5. Where Tempfair Limited (company number 09975968, with registered address at 8 Greencoat Place, London, SW1P 1PL) ("**Tempo**") agrees with you to supply temporary workers to fulfil the available position the worker will be supplied by Tempo and the "Terms of Business for Companies" will apply.

26. Prices

26.1. You must pay us the applicable price for the Services provided to you.

26.2. Prices for any Services will be specified in the App or on the Website or agreed separately with you. All pricing is confidential and must not be disclosed by you to any other person.

26.3. We reserve the right to modify our prices at any time on our discretion. Advance notice will be given of any changes and no changes will be applied retroactively.

27. Payments

27.1. All prices exclude VAT.

27.2. All invoices must be paid in full by the payment terms specified in the relevant service terms. In case of any delay in payment, we may suspend any or all of the Services until payment is received.

27.3. Without prejudice to any other rights, we may charge interest for late payment of commercial debts in accordance with the applicable law.

28. Warranties, Representations and Indemnity

28.1. You represent and warrant to us that:

- 28.1.1. you have the power and authority to enter into the General Terms of Use and grant all rights granted or purported to be granted and fully perform your obligations hereunder;
- 28.1.2. you have or will have obtained prior to transmission all necessary rights, consents, licences, clearances and waivers in relation to the content (including without limitation any musical recordings and compositions contained in the content) to enable us to publish the Content on the Website or the App and you shall be solely responsible for any and all payments due to third parties as a result of such publication;
- 28.1.3. no content will constitute an invitation or inducement to engage in investment activity within the meaning of the Financial Services and Markets Act 2000;
- 28.1.4. you shall not send directly or indirectly, a cookie (being a packet or piece of data or other information sent by a web server to a client device, to be stored on that client device and which is sent back to that web server each time the client device makes additional requests from that web server) to the device of any user of the Website or App who accesses the content, irrespective of whether any such device has been enabled by such user to receive cookies; and
- 28.1.5. you have a valid notification under, and have and will comply with all relevant requirements of the Data Protection Act 1998, and have and will comply with all relevant requirements of the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any guidance issued by the Information Commissioner in relation to obtaining, storing and use of personal data derived from using the Services, viewers of content or otherwise in connection with these General Terms of Use.

28.2. You shall indemnify on demand and hold us harmless from and against any and all losses, demands, claims, damages, costs, expenses (including consequential losses and loss of profit, legal costs and expenses and value added tax thereon) and liabilities suffered or incurred, directly or indirectly, by us in consequence of any breach, non-performance or non-observance by you of any of your obligations, warranties, representations and undertakings contained in these General Terms of Use, and/or the use, publication, reproduction or transmission of content on the Website or App.

29. Termination of Agreement

29.1. Where we agree to provide Services, such agreement will end on the date agreed with you.

- 29.2. You may terminate the agreement for us to provide Services:
 - 29.2.1. at any time by notifying us through the App, the Website or in such other manner as we may specify, however:
 - 29.2.1.1. no refunds for payments already made will be given and any outstanding amounts owed shall remain payable; and
 - 29.2.1.2. any agreed discounts shall cease to apply;
 - 29.2.2. if we breach the terms and conditions of our agreement to provide Services to you and such breach cannot be rectified within ten days of your notification to us of such breach;
 - 29.2.3. if we becomes insolvent or go into liquidation.
- 29.3. We may terminate the agreement for us to provide Services if:
 - 29.3.1. you are in breach of the General Terms of Use or the relevant terms and conditions applicable to the specific Services and such breach cannot be rectified within ten days of your being notified of such breach;
 - 29.3.2. you become insolvent, cease to trade or go into liquidation; or
 - 29.3.3. we cease to offer the relevant Services.

30. Limitation of Liability

- 30.1. Our aggregate liability in respect of any loss or damage suffered by you and arising out of or in connection with these General Terms of Use, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the amount of the fees actually paid by you to us for the Services during the year in which such loss or damage is suffered.
- 30.2. We shall not be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for:
 - 30.2.1. any loss arising from or in connection with loss of revenues, profits, contracts, or business or failure to realize anticipated savings;
 - 30.2.2. any loss of goodwill or reputation; or
 - 30.2.3. any indirect or consequential losses suffered or incurred by you arising out of or in connection with any matter under these General Terms of Use.
- 30.3. Nothing in this clause shall limit our liability for death or personal injury resulting from our negligence or for fraud.

31. Publicity and job offers

- 31.1. You shall not without our prior consent claim any association with us or use our name, mark or logo or otherwise refer to us or our services or publish any information in connection with any job advertisement which has been published or is scheduled for publication.
- 31.2. We shall provide the Services using information and criteria supplied by you. It is your responsibility to provide accurate and updated information.
- 31.3. Job offers will be visible at most 24 hours after being received by our customer service team. We reserve the right to quarantine jobs for further review. In this case, if more than 24 hours delayed the publication, you may request relevant explanations.

32. Conditions for publishing job

- 32.1. We wish to provide an excellent service to candidates registered on the Platform. In order to provide this service, we set several conditions in order to consider job offers published by Businesses as valid. You must comply with these conditions. Failure to follow these publication conditions may lead to the withdrawal of the affected supply and, ultimately, deletion of your profile.
- 32.2. The conditions relating to the publishing of job offers are:
 - 32.2.1. we do not accept intermediaries in the field of HR or any company that is not ultimately responsible for hiring the candidate;
 - 32.2.2. we do not accept companies that only pay the employee in the form of commissions;
 - 32.2.3. we do not accept affiliate networks that seek to increase its user database;
 - 32.2.4. we do not accept companies that require any initial investment or payment of any kind from the candidate;
 - 32.2.5. we do not accept companies with multi-level sales schemes;
 - 32.2.6. we do not accept companies whose job offers are not the real job being offered;
 - 32.2.7. we do not accept companies whose commercial activity revolves around sex, tarot, gambling, personal relationships or weapons;
 - 32.2.8. we do not accept companies without valid tax ID.
- 32.3. The conditions relating to the content of job offers are:

- 32.3.1. no duplicate job offers are accepted. It is considered that a job offer is a duplicate when salary, location and position coincide;
- 32.3.2. if you have several vacancies for the same position and location, you must publish a unique offer, electing all candidates required between applications received on the same offer;
- 32.3.3. if the job offers are duplicated repeatedly, Tempo has the right to close the account;
- 32.3.4. the description of the offer must be clear and must be descriptive. It is recommended to include at least:
 - 32.3.4.1. a brief introduction to your business activities;
 - 32.3.4.2. functions or responsibilities of the position;
 - 32.3.4.3. candidate requirements;
 - 32.3.4.4. working hours and other conditions;
- 32.3.5. the description of the offer should not include contact details such as address, email or phone number. If you repeatedly violate this rule we have the right to close your account;
- 32.3.6. the title of job offers must be short, clear and must be an honest portrayal of the job itself. It should not include words like "Urgent", "Wanted", "Job Vacancy", etc. or data such as salary or location (to be included in the description of the offer, not the title) not to influence our algorithm;
- 32.3.7. you are not allowed to publish more than 10 job offers in the same location as it damages the user experience and impacts the quality of the applications.

32.4. The conditions relating to the interaction with candidates are:

- 32.4.1. Businesses should actively review all their job offers, checking, sorting and contacting candidates who have applied and are of interest. By "actively" we consider: 1) viewing the full profile of candidates that have applied to the offer, 2) process candidates (ie moving them to the "Approved", "Rejected" or "Interesting" status), 3) getting in touch with candidates through our messaging system;
- 32.4.2. if there has been no activity within 72 hours from time of publication of the job, we may analyse the reasons for such inactivity to assess the possibility of closing the account. If this inactivity is repeated in a second process, we will close the account;

- 32.4.3. it is recommended that Businesses maintain conversation via our messaging system with interested candidates. These conversations can in no case motivate the candidate to continue the recruitment or engagement process other than through us;
 - 32.4.4. you cannot send links to candidates to run on a different website, mobile application or any platform other than our Website or App. If this happens repeatedly, we will close your account; and
 - 32.4.5. you must maintain polite and proper contact with candidates, never using offensive or inappropriate language.
- 32.5. Job offers that discriminate by gender, race or disability, or which are otherwise illegal (whether due to the nature of the qualifications required for the role or otherwise) are not allowed and may lead to proceedings against you. If we consider that a job offer may be discriminatory or illegal, we may, at our discretion, edit or delete the offer and you shall not be entitled to any refund of amounts paid or pending regarding the publication of such job offer. We are not liable to you or to any third party for any damages resulting from our publication of any job offer which is untrue, misleading, discriminatory, illegal or which in any other way breaches the requirements of these General Terms of Use or any other terms and conditions applicable to the Services.

33. Answer to job offers

- 33.1. You accept to deal fairly and professionally with candidates and not to do anything which may bring us or any of our group companies into disrepute. In case there is any complaint by a candidate against us as a result of breach of this obligation or any other clause that is part of these the General Terms of Use, we reserve the right to claim damages from you.
- 33.2. We do not guarantee any response to the job offers posted on the Platform or that the answers given by the candidates are from people qualified for the position advertised. You are responsible for carrying out all the controls and procedures necessary to ensure that candidates are suitable for the job advertised and that candidates have the required qualifications and personal characteristics that fit the description provided.

34. Content and links

- 34.1. We reserve the right to edit the content of any job offers posted by you in the event that these contain contact details such as physical addresses, email addresses or phone numbers that encourage candidates to continue interaction regarding the relevant job offer other via the Website, the App or otherwise through us. We also have the right to edit job titles when it is considered that it may improve the recommendations or algorithm

performance. We may also change any field which you have incorrectly completed.

34.2. We may withdraw any job that contains links to a web page that, in our opinion, is unlawful, defamatory, offensive, fraudulent, violent, discriminatory, obscene or sexually explicit or that may affect our reputation. You will indemnify us from and against any claim or liability caused by the content of job offers or any links published as part of any job offer.

34.3. We do not own or endorse the photographic content that users of our Website or App post on our platforms. As a user of our Website or App, you are solely responsible for the any photographic content you submit. When uploading photos, you grant us a non-exclusive right and licence to use, copy, re-use and distribute those photos at our discretion.

35. Confidentiality

35.1. You agree to maintain strict confidentiality of any data or information provided by us to you, to which you have access and / or which comes to light as a result of your use of the Website, the App or our Services, including all information relating to technical expertise, know-how, methodologies, products, services, customers or our business activities and you will not allow such information to be transferred or made accessible to third parties without our express authorization ("Confidential Information").

35.2. You shall not use any Confidential Information except in connection with the performance of the Services provided to you by us, or make any announcement relating to our provision of any Services to you, without our prior written approval.

35.3. This obligation of confidentiality will be extended to your staff and / or any other person involved in your receipt of the Services.

35.4. The confidentiality obligations set out in this clause shall remain in force during the term of this agreement, and subsist indefinitely.

36. Data Protection

36.1. We declare that the personal data that will yield under this agreement has been obtained under the provisions contained in the legislation on the subject, making the holders of such data the due warnings, both on the recipient of this assignment as on the purpose for which data is delivered.

36.2. You shall be solely responsible for your compliance with the obligations regarding data protection in accordance with Data Protection Act 1998.

37. Rights

- 37.1. The content, layout, usability and format of the Website and App may vary solely and exclusively at our discretion.
- 37.2. We do not guarantee that a chargeable Service will remain chargeable or that a free-of-charge Service will remain free-of-charge.
- 37.3. By submitting content to the Website or App, or otherwise to us, you grant us and our affiliates a perpetual, irrevocable, royalty-free, non-exclusive, right and licence to use, reproduce, modify, publish, translate, transmit, communicate, display or create any derivative work from such content. We reserve the right to inactivate or delete at any time and without notice, any content. Any acceptance by us of any content depends on the nature of the content, according to our General Terms of Use. If we disable or delete any content submitted by you, we will use reasonable endeavours to, but are not obliged, to contact you in advance.
- 37.4. We reserve the right to reclassify your search for the publication of vacancies in our database, if we believe that it is not formulated efficiently. We also reserve the right to temporarily or permanently remove any content that, in our opinion, is considered an unsatisfactory standard for whatever reason.
- 37.5. We reserve the right, at our sole discretion, use all our legal remedies, including but not limited to, the removal of any content from our Website or App and immediately terminate your registration with or without the ability to access the Website or App and / or any other service provided by us, including any gaps in our terms or if we are unable to verify or authenticate content sent to our Website or App or otherwise provided to us
- 37.6. We will use reasonable endeavours to publish all content submitted by you to us on the required date and relevant order but we do not accept any responsibility for any error or delay in publication or rejection of publication of content, for whatever reason.
- 37.7. We are not responsible for the publication, change, deletion, delay in publication or deletion of any content required by any competent authority with jurisdiction and responsibility for regulations on electronic and online advertising on the Internet (including without limitation the authority of Advertising Standards or other body that replaces it).
- 37.8. We are not responsible for the accuracy or reliability of the information contained in the profiles of our database.
- 37.9. Except unless otherwise stated in writing and agreed with us, no protection or assurances against proximity to competitors on the Website or App is given by us.
- 37.10. In the event our publication of the Website or the App is restricted, curtailed or

prevented by any law, regulation, guideline, code or any other act or thing beyond our control, we may at any time, notwithstanding anything contained in these General Terms of Use or any other terms and conditions applicable to the specific Services, terminate the Services in whole or in part without prejudice to our right to be paid by you any monies due at the date of such termination.

- 37.11. We reserve the right to forward contact details to any regulatory authority (no limits for police) when we are so required. We can also forward your contact information when a complaint regarding your use of our Website, App or any of our Services appears and provided that such use is deemed inconsistent with these General Terms of Use or other applicable terms and conditions. Subject to this clause and others that may be required by law, we will not disclose your registration details to any third party without your consent.

38. Miscellaneous

- 38.1. We shall have no liability for any delay in or failure to perform any or all of our obligations under these General Terms of Use if the delay or failure arises from or is attributable to acts, events, omissions or accidents beyond our reasonable control including, without limitation, industrial disputes (where caused by events or circumstances which are themselves beyond our reasonable control), nuclear accident, war or terrorist activity, acts of God, civil commotion, compliance with any law, governmental order, rule, regulation, or direction, failure of technical facilities, accident, fire, flood, storm or default of suppliers or sub-contractors.
- 38.2. Any notice given under these General Terms of Use shall be in writing and served by hand, prepaid, recorded or special delivery post or prepaid international recorded airmail to the relevant addressee at the address given as part of the registration process, or such other address as the relevant party may designate to the other in writing from time to time. Any such notice shall be deemed to have been served at the time of delivery. For the avoidance of doubt, notice given under these General Terms of Use shall not be validly served if sent by email.