



## TERMS OF SERVICE

Effective as of 10/01/2020

Welcome to the Terms of Service of the Jobmaker platform hosted on the <http://www.jobmaker.com> website

Any registration or use of the Site implies the acceptance without any reserve or restriction of these Terms of Service by the User.

In the event of non-acceptance of the Terms of Service stipulated in this contract, the User must renounce access to the services offered by the Site.

### ARTICLE 1: LEXICON

- **Jobmaker SAS** is hereinafter referred to as "JOBMAKER" for the purposes of these Terms of Service (hereinafter the "TOS").
- **Site:** the Jobmaker platform hosted on the "<http://www.jobmaker.com>" website, HR platform and the Career Coach
- **User:** employee using the aforementioned Site.
- **Personal information:** "information that allows, in any form whatsoever, directly or indirectly, the identification of the natural persons to which it applies" (article 4 of law no. 78-17 of 6 January 1978).

## ARTICLE 2: LEGAL NOTICES

The Site (<https://www.Jobmaker.fr>) and its Applications are created, developed and operated by JOBMAKER SAS with a capital of 1773.40 euros, registered in the Paris Trade and Companies Register under number 811 513 977, whose registered office is located at 10 rue de Penthièvre 75008 Paris.

The Director of the publication is: JOBMAKER

Email address: [contact@jobmaker.fr](mailto:contact@jobmaker.fr)

The host of the <https://www.Jobmaker.fr> website is AWS, whose head office is located at 31 Place des Corolles, 92400 Courbevoie, France.

## ARTICLE 3: DESCRIPTION OF SERVICES

The service provider develops an online career coaching platform that provides access to support programs allowing the User to reflect on his or her professional positioning and development. Via the personal space, the User can follow the actions carried out and to be carried out on a daily basis.

The Site allows the user access to the following services:

[Coaching section dedicated to employees](#)

[Management section dedicated to HR prescribers.](#)

## ARTICLE 4: RESPONSIBILITY OF THE USER

### 4.1 Use of the platform and its services

(i) The User undertakes to make strictly personal use of the services. The use of a user ID associated with a password presumes access and use of the website and services by that user.

JOBMAKER shall not be liable for any failure to keep the User's password confidential outside of its network, nor for any use of the User's account by any third party to whom the User has communicated his/her login details and password or who has accessed his/her login details or the User's account as a result of the User's fault, clumsiness or negligence.

The User undertakes to inform JOBMAKER of any fraudulent use by a third party of his login name, password and/or personal account as soon as he becomes aware of it. As such, it recognises the right of JOBMAKER to take all appropriate measures in such cases.

(ii) JOBMAKER grants the User a limited, non-transferable, non-sublicenseable license to access and use the Site and Services for personal use only in accordance with the TOS and the applicable regulations in force.

The User undertakes not to distribute the course as defined by the Intellectual Property Code, failing which JOBMAKER may take legal action against him/her.

## 4.2 Information about the platform

(i) The User undertakes to provide accurate, complete and up-to-date information. It acknowledges that failure to communicate adequate information in the context of the practical exercises and self-corrections will be likely to alter the effects of the course and call into question its relevance and acuteness without JOBMAKER's liability being called into question in any way whatsoever.

(ii) The User is free to communicate information to JOBMAKER about himself and, where applicable, about the company of which he is an employee provided that this information does not constitute confidential information or information protected by banking secrecy. He acknowledges, therefore, that he is responsible for the information provided in the context of the course to which he has access.

It guarantees that the information provided is lawful and that it has all the rights and/or authorizations necessary for the dissemination of this information. It undertakes to ensure that the information it provides does not contravene any legislative or regulatory provision, in particular:

- do not infringe the rights of third parties such as copyrights, patents, trademarks, designs, trade secrets, trade names and/or privacy;
- are not defamatory, insulting, denigrating and/or libelous;
- do not offend against public policy and morality, or the object or cause of which is unlawful;
- are not related to the suppression of advocacy of crimes against humanity, incitement to commit acts of terrorism and their justification, incitement to racial hatred, hatred against persons on the grounds of sex, sexual orientation or disability, child pornography, incitement to violence and outrages upon human dignity;
- are not likely to be classified as embezzlement, fraud, breach of trust or any other criminal offence;
- do not engage or are not likely to damage any computer system or to secretly intercept any data or personal information;
- do not or are not likely to engage the civil or criminal liability of JOBMAKER;
- are not likely to damage the image and/or reputation of JOBMAKER and/or constitute acts of unfair or parasitic competition with regard to JOBMAKER, any other User and/or third parties;
- are not informed with a view to diverting or attempting to divert all or part of JOBMAKER users or to incite all or part of JOBMAKER users not to use JOBMAKER or no longer to use JOBMAKER;
- are not inaccurate or misleading;
- do not violate or are not likely to violate any applicable law or regulation and/or any contractual clause binding the user.

Any information of this type brought to its attention may be subject to immediate withdrawal by the JOBMAKER team, which may be required to check this information to ensure that it complies with the law and the TOS, without this meaning that JOBMAKER exercises general control over the content put online by users.

Prior to the removal of the content, the JOBMAKER team will be likely to inform the User.

The User hereby indemnifies JOBMAKER against any claims, complaints, actions and/or demands whatsoever that JOBMAKER may suffer as a result of the User's breach of the TOS. The User

undertakes, where applicable, to compensate JOBMAKER in particular for any costs, fees, sentences, fines or losses pronounced, suffered or incurred by JOBMAKER as a result of a complaint, claim, action and/or claim of this type.

The User acknowledges that JOBMAKER reserves the right, in the event that their use of the services is contrary to these TOS and more generally to the laws and regulations in force, to immediately and without prior notice unsubscribe and/or block their access to the Website.

## **ARTICLE 5: JOBMAKER'S OBLIGATIONS AND LIMITATIONS**

### **5.1 Accessibility of the platform**

JOBMAKER undertakes to make its best efforts to make and maintain the platform accessible to Users 7 days a week and 24 hours a day, subject to cases of force majeure.

However, JOBMAKER does not guarantee uninterrupted access to the platform and services, in particular for needs related to improving the performance, security and quality of the Site and more generally for technical or maintenance reasons. Accessibility to the course may be disrupted and/or suspended and/or cause certain delays.

### **5.2 Career Opportunities**

The JOBMAKER method is a tried and tested method for assisting the User in the definition of a professional project that corresponds to him, targeting his needs.

JOBMAKER cannot be held liable for any reason whatsoever in the event of dissatisfaction with any professional opportunities that may or may not be available to the User at the end of the course and in particular if the User is unable to access the desired job at the end of the course.

### **5.3 Jobmaker content and malfunctions**

JOBMAKER reserves the right, at any time and without prior notice, to modify the content, interrupt or suspend all or part of the functionality of the Site, without being held responsible for the direct or indirect consequences of the exercise of such right.

JOBMAKER makes every effort, without warranty, to ensure the accuracy, completeness or updating of the content of the Site, and disclaims all liability for any damage resulting in particular from imprecision or inaccuracy of the information available on the Site or resulting from files that can be downloaded from the Site.

Furthermore, given the risks inherent in the use of the Internet, JOBMAKER cannot be held liable for any damage resulting from fraudulent intrusion by a third party on the site, or for any damage or virus that could damage or render unusable your computer equipment as a result of using the site.

Links to other websites that may be found on the Site are inserted for ease of navigation. JOBMAKER cannot be held responsible for the content of such sites or for links to other sites that they may contain.

If you become aware that your personal account has been compromised, you must immediately notify JOBMAKER by sending an email to the following address: [contact@jobmaker.fr](mailto:contact@jobmaker.fr).

## ARTICLE 6: INTELLECTUAL PROPERTY

The User undertakes not to infringe the rights of JOBMAKER and, in particular, not to copy and/or misappropriate the concept created by JOBMAKER for their own purposes or those of a third party, in particular the route they access, and more generally any other element of the Platform protected by intellectual property rights.

The Site and each of the elements that make it up, whether visual or audio, in particular texts, logos, articles, brochures, images, illustrations, photographs, videos, databases, software, etc. are protected by the intellectual property rights held by JOBMAKER.

JOBMAKER does not grant the User any right to disseminate, reproduce or use, in whole or in part, any of the components and contents of the Website, with the exception of the temporary individual and private use and/or reproduction of the Website and services.

Any reproduction and representation, in whole or in part, of the Site and/or the elements composing it by any process whatsoever, without the express authorization of JOBMAKER is therefore prohibited and would constitute an infringement punishable under articles L. 335-2 and following of the French Intellectual Property Code.

## ARTICLE 7: PERSONAL DATA PROTECTION POLICY

### 7.1 Purpose

This section illustrates JOBMAKER's commitment to respect for privacy and the protection of the personal data of the "User", collected and processed when using the Website under the conditions set out in JOBMAKER's Terms of Service (the "Data") and in compliance with the European Data Protection Regulation of May 25, 2018.

The aforementioned Site is declared to the CNIL under the number Umi1713353H.

### 7.2 Identity of the controller

JOBMAKER SAS, with a capital of 1773.40 euros, registered in the PARIS Trade and Companies Register under no. 811 513 977, and whose head office is located at 10 rue de Penthièvre 75008 Paris, is responsible for processing User Data.

The Data is notably stored at the Site host identified in the Legal Notice (article 2). Personal data shall not be hosted or transferred to a third country outside the European Union that does not ensure an adequate level of protection.

### 7.3 Collected data

This Data includes in particular:

1. the user's browser type, language and version;

2. the user's operating system;
3. the IP address of the user's terminal;
4. the date and time (including time zone);
5. the access status/http status indicator;
6. the user's login ID (if this function has been used);
7. the statistical analysis data and pseudonymous user profiles (IDs);
8. error reports or technical malfunctions
9. activity data on the platform
10. personal productions within the framework of practical applications

## 7.4 Purposes of treatment

JOBMAKER is required to collect and record Data as detailed above for the following processing operations:

- Securing the Site
- Improve the Site and Services to optimize or offer new functionalities
- Manage services
- To provide the Services and ensure their proper functioning;
- Carry out studies, analyses and possibly provide commercial information on similar JOBMAKER services.
- Perform analysis, selection and segmentation statistics of Users to improve the Services;
- Analyze Site traffic through cookies (see cookie policy below)
- Manage the User relationship via Customer Service
- Measuring the audience for Services;
- Conducting satisfaction surveys;
- To transmit by email notifications, reminders and information necessary for the proper functioning of the platform.
- Share the User's summary with his HR following a proactive request from the User

## 7.5 Recipients of the Data

(i) The Data collected or processed in the course of the use of the Services by the User is intended for JOBMAKER as well as for the User:

- Technical subcontractors chosen by JOBMAKER. They may, on behalf and on the instructions of JOBMAKER, intervene to (1) host and store User Data on their servers, (2) ensure the security of JOBMAKER's technical infrastructure.

- Administrative or judicial authorities. JOBMAKER may be required to communicate information relating to its Users (including data) to administrative or judicial authorities, in particular in the context of judicial requisitions.

(ii) No personal information of the user of the [www.jobmaker.fr](http://www.jobmaker.fr) website is published without the user's knowledge, exchanged, transferred, assigned or sold on any medium whatsoever to third parties. Only the hypothesis of the purchase of Jobmaker SAS and its rights would allow the

transmission of this information to the potential purchaser who would in turn be bound by the same obligation to keep and modify the data with regard to the user of the [www.jobmaker.fr](http://www.jobmaker.fr) site.

The personal data in JOBMAKER's possession are only hosted in France.

## 7.6 Data Retention Period

(i) The duration of a user account is twelve (12) months from the date of creation of the account:

- If Prescription: date on which the invitation was sent to the User
- If On Demand: date on which the User activates his account

At the end of 12 months, the User account is archived and the data is anonymized.

A preventive message accompanied by the summary is sent to the Employee one (1) week before the deadline.

## 7.7 Right to the Data

The European Data Protection Regulation of 25 May 2018 gives the User the following rights:

- A right of access to the Data,
- A right to rectify the Data,
- A right to the deletion of its Data,
- A right to limitation in the collection and processing of its Data,
- A right to the portability of its Data.
- A right to withdraw consent (without prejudice to the lawfulness of the previously consented processing).

He/she may exercise his rights by submitting a request:

- by email at [contact@jobmaker.fr](mailto:contact@jobmaker.fr)  
(by attaching a copy of your ID (in GIF, JPG, PNG, PDF, maximum 2MB))
- or by post to the following address JOBMAKER - 10, rue de Penthièvre - 75008 Paris  
(accompanied by a copy of an identity document).

In the event of a request for deletion of data, the legal time limits are 1 month and 3 months in the case of a complex request.

Any possible claim should be made to the Commission Nationale de l'Informatique et des Libertés (French National Commission for Information Technology and Civil Liberties), in particular on its website [www.cnil.fr](http://www.cnil.fr).

## ARTICLE 8: COOKIES

## 8.1 What is a cookie?

A cookie is a tracer capable of storing and/or collecting information relating to the navigation of the User's terminal (computer, tablet, etc.) subject to his agreement and unless he objects.

JOBMAKER uses session cookies (which are stored for the duration of the browsing session and are automatically deleted when you close the browser). The cookies used on the Site have a maximum lifetime of 30 days.

## 8.2 Purposes of cookies used on the Services

Cookies are used to store registration information.

## 8.3 User's Choice Regarding Cookies

The User may at any time express and modify his wishes regarding cookies.

The User can configure his browser so that JOBMAKER's cookies can be saved or rejected, either occasionally or permanently.

It is possible that the chosen settings may modify and/or restrict access to and use of the Services.

JOBMAKER declines all responsibility for the consequences of the degraded functioning of the Services resulting from the impossibility for JOBMAKER to record or consult the cookies necessary for the functioning of the Website that have been refused or deleted by the User.

In order to exercise his choice according to the different browsers, the User can consult the following pages:

- Internet Explorer™:  
<http://windows.microsoft.com/fr-FR/windows-vista/Block-or-allow-cookies>
- Safari™ : <https://support.apple.com/fr-fr/safari>
- Chrome™ :  
<http://support.google.com/chrome/bin/answer.py?hl=fr&hlrm=en&answer=95647>
- Firefox™:  
<http://support.mozilla.org/fr/kb/Activer%20et%20d%C3%A9sactiver%20les%20cookies>
- Opera™: <http://help.opera.com/Windows/10.20/fr/cookies.html>

If the User wishes to obtain more information on Cookies and other tracers, his rights and how to block them, he can consult the CNIL website at <http://www.cnil.fr/vos-droits/vos-traces/les-cookies/>.

## ARTICLE 9: CLOSING OF THE ACCOUNT

The User may at any time ask JOBMAKER to close his personal account by sending a letter to the following address: Jobmaker, 10, rue de Penthièvre 75008 Paris.

The closure of the User's personal account for any reason and in any manner whatsoever shall result in the deletion of the information that the User has communicated to us in the context of the use of the platform within a maximum period of one year.

## **ARTICLE 10: MODIFICATION OF THE PRESENT GENERAL CONDITIONS OF USE**

JOBMAKER reserves the right to modify these TOS at its discretion in order to take into account any legal, jurisprudential, editorial and/or technical developments.

These general terms of use may be updated at any time by JOBMAKER without prior notice or obligation to give reasons, in particular in order to take into account any legal, jurisprudential, editorial and/or technical developments. In the event of any changes, users are invited to read and accept these changes in order to continue to benefit from JOBMAKER services.

## **ARTICLE 11: APPLICABLE LAW AND JURISDICTION**

Any dispute relating to the use of the [www.jobmaker.fr](http://www.jobmaker.fr) website is subject to French law. Exclusive jurisdiction is given to the competent courts of Paris.