



USER - TERMS AND CONDITIONS

Article 1 – Definitions

1.1 For the purposes of this Contract:

Account: profile, available in the Software, in which the User can enter data and/or documents, as well as through which the same can use the Services;

App: the CVING application, developed by CVing and downloadable from the *App Store* and *Google Play*;

Registration Confirmation: document, sent by e-mail to the address indicated in the Registration Form, through which CVing accepts the contract proposal formulated by the User and formalizes the creation of the *Account*;

CVing Contents: any and all documentation, programs and/or data, owned by CVing, licensed and/or otherwise made available to the User for the effective use of the *Software* and of the *Customer Support*. Examples of CVing Contents include, but are not limited to, the *Software*, the *Customer Support*, the App, the Websites, the CVing's know-how and trademarks, the *Word* and *PDF* documents, the *slides*, the *Excel* spreadsheets, the photographic reproductions, the video footage, the voice recordings, the graphics and text related to the *Software*, to the *Customer Support*, to the App, to the Websites, to the CVing's know-how and trademarks, that are not User Contents or Third Party Contents;

User Contents: *on-demand* video interviews conducted by User using the *Pending Interview* and/or the *Training Service*, User's written answers to Companies during interviews, User's answers using the *Personality Type Service* and/or the *Typeform* questionnaires and data and/or documents entered by User in the *Account*, which are owned by User and licensed to CVing pursuant to Article 10.5;

Third Party Contents: any type of documentation, program and/or data owned by the Enterprise, by the Recruiters and/or by third parties. Examples of Third Party Contents include, but are not limited to, the texts of job postings made by the Companies, the Companies' identification symbols, the questions prepared by the Companies for the User's performance of the interview, of the *Pending Interview* and/or of the *Training Service* and/or of the *Typeform* questionnaires, webinars, however named, produced and/or recorded by the Companies, as well as the data and/or documents entered by third party users into their *Accounts*;

Contract: these Terms and Conditions, the completed Registration Form and the Registration Confirmation;

Login Credentials: the identification code (i.e., *username*) and the access key (i.e., *password*) necessary to access the *Software* and the *Account*, chosen by the User in the Registration Form and validated by CVing when the Contract is executed;

CVing: CVing s.r.l., with registered office in 20139 via E. Caviglia 3/A, Milan (MI), registration number in the Register of Companies of Milan Monza Brianza Lodi, Tax Code and VAT no. 02297530442, Aut. Prov. ANPAL n. R.0000059 of 26.5.2021, share capital Euro 300,000.00 fully paid in, PEC cving@pec.it, innovative start-up established pursuant to art. 4, co. 10-bis, D.L. 3/2015;

Customer Support: support service, made available by CVing at the website support.cving.com and/or within the App;

Enterprise: The party that legitimately uses the *Software* to search and select its personnel;

Registration Form: document, available on both the Websites and the App, containing the User's data and the Login Credentials, through which the User proposes to CVing the execution of the Contract and the creation of the *Account*;

Parties: CVing and the User;

Recruiter: the physical person assigned by the Enterprise to use the *Software*;

Services: the services, better specified in art. 6.1, which can be used by the User within the *Software*;

Websites: the cving.com and/or candidates.cving.com websites, as available to CVing;

Software: online digital platform, developed by CVing and usable in "*software as a service*" mode through the App and/or one of the Websites, within which it is possible to use the Services and the *Account*;

User: the physical person who intends to use the *Software* and create the *Account*.

Article 2 - Precontractual conditions

2.1 The User declares to have read, before sending the Registration Form, all the information contained in the same and in these Terms and Conditions.

Article 3 - Subject matter of the Contract

3.1 The subject matter of the Contract is CVing's grant to User of a free of charge, personal, non-exclusive, non-transferable, non-sublicensable license to use the *Software*.

3.2 It is understood that the above license: (i) authorizes the User to use the *Software* solely within the limits and subject to the terms and in the limits of the Contract; (ii) does not include the right to obtain the *Software* in source format, or to obtain logical and design documentation.

3.3 The license to use the *Software* includes making *Customer Support* available to the User, as described in detail in art. 6.2.

3.4 User acknowledges and agrees that the subject matter of the Contract is not, among other things, the achievement of a specific result related to User's obtaining employment, but only the licensing of the *Software* and the provision of *Customer Support*. Accordingly, it is agreed that CVing may only be liable for the inaccurate provision of what is stated in articles 3.1 and 3.3, without prejudice of what is stated in articles 8.2, 8.3 and 8.4.

Article 4 - Execution of the Contract

4.1 In order to correctly formulate the contractual proposal, the User must fill in the Registration Form in the App or on one of the Websites and send it by ticking all the necessary boxes and clicking on the *Registrali* icon. It is understood that by sending the Registration Form the User fully accepts the contents of the Contract, including these Terms and Conditions.

4.2 Such sending shall constitute a contractual proposal by the User pursuant to and for the purposes of art. 1326 of the Italian Civil Code.

4.3 Upon receipt of the duly completed Registration Form, CVing reserves the right to accept or reject the contract proposal within the next 3 (three) working days. In the event of acceptance, CVing will send the User a Registration Confirmation.

4.4 The Contract shall be deemed to be executed between the Parties when the User receives the Registration Confirmation from CVing.

4.5 Upon conclusion of the Contract, CVing will validate the Login Credentials indicated by the User in the Registration Form, and the User may therefore legitimately use the *Software*.

Article 5 - Term of the Contract



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- 5.1 The Contract shall be valid from the time that CVing sends the Registration Confirmation and shall be of indefinite term.
- 5.2 Users may terminate the Contract at any time by ticking all the necessary boxes and clicking on the *Cancellami* icon, available in the *Account*, or by giving at least 15 (fifteen) days' written notice by registered mail to CVing's registered office.
- 5.3 It is understood that in the event of termination of the Agreement for any reason, CVing will disable the Login Credentials and *Account* associated with the User and will prohibit the User from accessing and using the *Software* and Customer Support, and that the provisions of artt. 7.9, 10.3 and 10.6 shall remain valid and effective.

Article 6 - Software, Services and Customer Support

- 6.1 Within the *Software*, the User can make use of the following Services:

- visualize companies' public campaigns;
- search for and view job vacancies posted by the Enterprises;
- select the Enterprises and/or the job offers more suitable and/or similar to his *Account* (so-called *Radar*);
- apply for job vacancies posted by companies, by sharing the data and/or documents entered in his *Account* with *Recruiters*;
- manage their applications to job vacancies posted by Enterprises;
- send to the Enterprises, following the feedback from the *Recruiters*, on-demand video interviews containing the answers to the questions prepared by the Enterprises themselves (so-called *Pending Interviews*);
- answer in writing the questions prepared by the Enterprises during the interviews and/or the questions included by the companies in the *Typeform* questionnaires;
- take the OJETS personality test (*Personality Type*);
- conducting mock interviews and/or *Pending Interviews* (so-called *Training*);
- send Enterprises voluntary applications, including in the form of *Pending Interviews* and/or sharing with *Recruiters* the data and/or documents entered in his *Account*;
- participate in projects organized and/or made available by CVing, such as, but not limited to, *Digital Talent Weeks*, where the User can participate in webinars organized by Enterprises.

- 6.2 Through *Customer Support*, the User may:
- send communications to CVing relating to the use of the *Software*;
 - report any problems he may have in using the *Software*;
 - report any behavior and/or practices of other Users, Enterprises, *Recruiters* and/or third parties.

It is understood that: (i) the provision of the service in question shall be carried out in accordance with the procedures and timeframes established from time to time and at CVing's sole discretion; (ii) by means of *Customer Support* CVing does not undertake any commitment, howsoever named, to effectively meet the User's requirement, but only the obligation to act in such a way as to potentially satisfy that requirement.

- 6.3 In any case, it is strictly forbidden to use *Customer Support* and, in general, the *Software* for:
- carry out activities, however named, other than those described in artt. 6.1 and 6.2;
 - engage in discriminatory, defamatory, libelous or threatening conduct, or conduct contrary to public morality and/or public decency;

- collect and/or extract data and/or documents of CVing, of the Enterprise, of *Recruiters* and/or of third parties;
- pretending to be and/or boasting a non-existent affiliation with CVing, the Enterprises, *Recruiters* and/or third parties;
- use and/or attempt to use the *Account* and/or the *Software* of another User, Enterprise and/or *Recruiter*;
- have the *Software* used by a third party not expressly authorized by CVing;
- circumvent the technical limitations and technological measures to protect the *Software* and *Customer Support* provided by CVing and/or third parties;
- reverse-engineering, decompiling, disassembling or otherwise attempting to trace the source code and/or logical and project documentation of the *Software* and of the *Customer Support*;
- transfer and/or let third parties use the *Software* and the *Customer Support*;
- share data and/or documents that conflict with the industrial and/or intellectual property rights of CVing, the Enterprise, *Recruiters* and/or third parties;
- share data and/or documents with discriminatory, defamatory, libelous or threatening content, or content that is pornographic, child pornographic, obscene and/or in any case contrary to public morality;
- share data and/or documents that constitute spamming, phishing and/or similar activities, or that contain viruses, worms, trojan horses and/or, in any case, other informatics elements of contamination and/or destruction;
- use the *Software*, the *Customer Support* and/or share data and/or documents in breach of current law.

- 6.4 Without objecting and/or claiming anything in this respect, the User acknowledges and accepts that CVing may make updates, however named, to the *Software*, and that the aforementioned updates may inhibit access to and the use of the *Software* for the time strictly necessary to successfully carry out the update.

- 6.5 CVing reserves the right, at its sole discretion, to cease distributing the *Software* and to replace it with a new online digital platform. In this case, CVing will promptly notify User by mean of a notice sent pursuant to section 12.2 below. If the user does not wish to use the new platform, he may withdraw from the Contract in accordance with the procedures and within the term indicated in Article 5.2. After this deadline, the replacement of the *Software* will be deemed tacitly and definitively accepted.

- 6.6 It is agreed that, in case of application of the provisions of paragraphs 4 and 5 above, these Terms and Conditions shall apply, to the extent compatible and unless otherwise agreed in writing between the Parties.

Article 7 - Obligations of the User

- 7.1 Preliminary, the User acknowledges and accepts that the use of the *Software* and *Customer Support* is forbidden for persons under 18 (eighteen) years of age, as well as that in the use of the *Software* and the *Customer Support* it is compulsory to provide true and non-misleading information. Consequently, by sending the Registration Form he declares and guarantees that: (i) he is at least 18 (eighteen) years old; (ii) he has provided and will provide, also in the future, only true and in any case not mendacious information.
- 7.2 The User undertakes to diligently fulfil all obligations assumed under the Contract.
- 7.3 The User acknowledges that the Login Credentials are strictly personal; therefore, he undertakes not to transfer and/or



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disclose them to third parties. If the Login Credentials are stolen or illicitly accessed by third parties, the User must report the problem through the *Customer Support*. In any case, the User is solely responsible for maintaining the confidentiality of the Login Credentials and the *Account*.

7.4 CVing reserves the right to suspend and/or revoke the license to use the *Software* and the use of *Customer Support* in the event of User's failure to comply with the provisions of Article 6.3. CVing will notify the User of its decision to revoke or suspend the license and this decision is final; however, the User may present its reasons in writing and request a review of the decision.

If the license to use the *Software* is revoked, section 11 shall apply.

7.5 Without prejudice to the provisions of Article 10.5 below, if CVing uses material, by whatever name, that is owned by and/or at the disposal of the User, the User declares, in accordance with the law, that he can freely dispose of it and that it does not infringe any rights of third parties. Consequently, in the event of a dispute over the lawfulness of such use, the User shall be liable for any direct or indirect damage that may be caused to CVing or to third parties as a result of a breach of the obligation undertaken herein.

7.6 The User declares that he is in possession of the hardware and software prerequisites necessary to use the *Software* and the *Customer Support* (such as, by way of example but not limited to, App, smartphone, tablet, personal computer, browser, connectivity, .pdf, .ppt, .doc, .jpg reading software, audio and video file reproduction software, all duly updated). It is understood that CVing shall not be held liable in the event of impossibility to use the *Software* and the *Customer Support* for reasons related to the existence of such prerequisites, or in the event of inefficiencies not attributable to CVing (such as, by way of example, the lack, or malfunctioning of the internet connection, browser, personal computer, smartphone, tablet and/or App of the User, the Enterprise and/or the *Recruiter*).

7.7 The User undertakes to refrain from any activity, howsoever named, that may preclude the profitable use of the *Software* and the *Customer Support*; otherwise, the User acknowledges and accepts that CVing may in no case be held liable for any inability to use the *Software* and the *Customer Support*.

7.8 The User acknowledges that for the proper use of certain Services it is necessary that the Company also has a license to use the *Software*; therefore, he accepts that no responsibility can be attributed to CVing in the event of failure to use the *Software* by the Enterprise and, consequently, by the *Recruiter*.

7.9 The User recognizes the confidential nature of the contents of the Pending Interviews, Personality Type and Training; therefore, he undertakes not to disclose said contents to third parties and/or to Enterprises and Recruiters not involved in the relevant selection process. Considering the nature of the commitments undertaken by the User, it is hereby specified that they shall remain valid as long as CVing authorizes the User in writing to disclose and/or make them public.

7.10 Upon termination of the Contract for any reason whatsoever, the User shall refrain from engaging in any activity that would cause the Enterprises, Recruiters and/or third parties to consider continuing the Contract.

Article 8 - Obligations and exemptions of CVing

8.1 CVing undertakes to grant the license to use the *Software* and the use of the *Customer Support* on the terms and within the limits set out in the Contract, and with appropriate training and professional expertise.

8.2 CVing provides the *Software* and the *Customer Support* "as is"; therefore, no further warranties and/or commitments are given, without prejudice to the mandatory provisions of law.

8.3 In addition to the provisions of these Terms and Conditions with respect to Third Party Content, CVing shall not be liable for the conduct and/or practices of Enterprises, *Recruiters* and third parties, as CVing has no power of control and/or prior approval over such actions. In any case, the combined provisions of Articles 6.2 and 12.1 shall apply.

8.4 In any case, CVing shall not be liable in any way whatsoever in the event of impossibility, even temporary, to use the *Software* and the *Customer Support* due to:

- malfunctions attributable to the entities providing data transmission and internet services;
- malfunctions of the User's devices (smartphones, tablets, personal computers, etc.)
- bugs in the operating systems of the *Software*, the App and/or even one of the Websites;
- introduction of viruses, worms, trojan horses and/or other contaminating and/or destructive computer elements into the User's devices (smartphones, tablets, personal computers, etc.);
- implementation of strategies requested by the User, in respect of which CVing acts as a mere *nudus minister*, without using any specific intellectual expertise.

Article 9 - Entrustment to third parties

9.1 The User acknowledges and agrees that, in order to properly fulfil its obligations under the Contract, CVing may make use of collaborators of any kind and/or third-party companies with adequate skills; it is understood that CVing will be responsible for the actions of any third parties it may avail of.

Article 10 - Industrial and intellectual property

10.1 The User acknowledges and agrees that, subject to the provisions of these Terms and Conditions and within the limits and conditions of the same, by virtue of the Contract no right of economic use is transferred to him with respect to the CVing Content, which remains the exclusive property of CVing itself. Therefore, he undertakes to (i) not reproduce, modify, alter, disclose, remove, move, assign, license and/or distribute the CVing Content to third parties, except in any case for the uses permitted by the Contract; (ii) not perform any act that may directly or indirectly damage CVing.

10.2 In the event of the cases provided for in Articles 5.2, 6.5, 11 and 13.3, the User undertakes to return to CVing, or destroy, all CVing Content downloaded, extracted and/or received for whatever reason.

10.3 Taking into account the nature of the commitments undertaken by the User, it is specified that they shall remain valid and effective even after termination, for whatever reason, of the Contract.

10.4 CVing allows the User to distribute, upload and/or produce User Contents in the *Software* and in the *Customer Support*; however, it is understood that said User Content remains the property of the User, who shall be liable for any direct or indirect damage that may be caused to CVing or to third parties as a result of the use of User Content, without prejudice to the following.



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- 10.5 Without prejudice to article 10.4, User: (i) grants CVing, which accepts, a free, non-exclusive, assignable and sublicensable licence to use User Contents; therefore, subject to mandatory legal provisions and to the provisions of art. 14, CVing may use, reproduce, publish, disclose, transfer, license and/or distribute User Contents to third parties; (ii) authorizes CVing, free of charge and for an unlimited period of time, also pursuant to art. 10 of the Italian Civil Code and articles 96 and 97 of Law 633/1941, to use its portrait and/or his image within the *Customer Support* and the *Software* (by way of example but not limited to, for the insertion of its own photograph to personalize the *Account*, as well as for the use of the *Pending Interview*, *Personality Type* and *Training Services*).
- 10.6 The license and the authorization referred to in art. 10.5 shall remain valid and effective even after the termination, for whatever reason, of the Contract, without prejudice to the possibility of revoking them by the User with at least 30 (thirty) days' notice.
- 10.7 User acknowledges that within the *Software* and the *Customer Support*, Third Party Content is also available, which is not owned by CVing and is not previously reviewed and/or approved by CVing. Accordingly, User acknowledges and agrees that: (i) no right of economic use is transferred to you under the Contract with respect to the Third Party Contents, which remains the exclusive property of the Third Party; (ii) CVing shall have no liability, however denominated, in the event of any complaints, claims and/or stigmatizations related to the Third Party Contents.

Article 11 - Express termination clause

- 11.1 Pursuant to and for the purposes of Article 1456 of the Italian Civil Code, CVing shall be entitled to terminate the Contract by right, by means of a notice to be sent to the User pursuant to Article 12.2 below, in the following cases:
- non-fulfilment of even just one of the obligations undertaken in artt. 6.1, 6.2 and 6.3;
 - non-fulfilment of even one of the obligations assumed in artt. 7.1, 7.3, 7.5, 7.6, 7.7, 7.8 and 7.9;
 - breach of the provisions of artt. 10.1, 10.2, 10.3, 10.4 and 10.7.

In any case, CVing shall be entitled to claim compensation for the damage suffered.

- 11.2 It is understood that the provisions of art. 5.3 shall also apply in the event of the exercise of the express termination clause in this article.

Article 12 - Communications and complaints

- 12.1 All communications and/or complaints, however named, by the User must be sent to CVing in writing exclusively via *Customer Support*. In any case, the provisions of art. 6.2 remain in effect.
- 12.2 CVing may send any communication and/or claim, however denominated, by means of a message inserted in the *Software*, or by e-mail to the address indicated by the User in the *Account* and/or in the *Registration Form*.

Article 13 - Unilateral amendments to the Contract

- 13.1 CVing reserves the right, in the event of a legitimate reason (such as, but not limited to: implementation of or changes to the functionality of the software; changes in legislation; administrative measures; rulings by the authorities; proven business necessities of CVing), to make changes to the Contract and, in particular, to these Terms and Conditions.

- 13.2 If this occurs, CVing will promptly notify the User by e-mail, containing the legitimate reason mentioned above, sent to the address provided by the User in the *Registration Form*.
- 13.3 If the User does not wish to accept the unilateral amendment, he shall be entitled to withdraw from the Contract in the manner and within the period specified in art. 5.2. After this deadline, the unilateral amendment to the Contract shall be considered tacitly and definitively accepted.

Article 14 - Processing of personal data

- 14.1 Information on the processing of your personal data by CVing is provided when the *Registration Form* is sent, and it is accepted by ticking the relevant box when sending the same *Registration Form*.

Article 15 - Applicable law and competent jurisdiction

- 15.1 The Contract shall be governed by Italian law and, for anything not provided for therein, reference shall be made to the provisions of the Civil Code and of the current legislation governing the matter.
- 15.2 The Parties agree that any dispute arising out of or in connection with the Contract between CVing and the User shall be subject to the exclusive jurisdiction of the Court of Venice. However, in the case of a physical person acting for purposes unrelated to his business or professional activity, the Court of the place of residence or elective domicile of the said physical person shall apply.

Article 16 - Final provisions

- 16.1 If one or more provisions of the Contract are ineffective, in whole or in part, the Contract shall continue to be valid and effective, unless it is a provision without which the Parties would not have concluded it.
- 16.2 Any amendment or integration of the Contract shall be in writing and signed by each of the Parties.
- 16.3 The inaction of a Party in exercising its rights under the Contract shall not constitute a waiver or a disposal of those rights or a waiver of the right to exercise them in future cases.
- 16.4 The Contract cancels and supersedes all other previous agreements between the Parties relating to the same subject matter.

Pursuant to and for the purposes of artt. 1341 and 1342 of the Italian Civil Code, the User declares that he has carefully read and that he specifically approves in writing the clauses contained in the following articles of the Terms and Conditions: 6.4 and 6.5 (Software, Services and Customer Support); 11 (Express Termination Clause); 13 (Unilateral Changes to the Contract); 15.2 (Applicable Law and Jurisdiction).

In the event of any conflict between the provisions of the Italian language version and the provisions of the English language version of this document, the provisions of the Italian language version shall prevail.