

This LittleBIGJob website (hereinafter the "**Site**") is published by Little Big Job France ("**LittleBIGJob**", "**we**", "**us**", "**our**"), a French company, with registered office at Rue de Hanovre, 8, 75002, Paris, France and registered with the Paris R.C.S. Registry under number 849 250 204.

The editorial director of the Site is Ludovic Bourg.

Site hosting is provided by OVH HOSTING INC, 310-625 BC. President Kennedy, Montreal (QC) H3A 1K2 - Canada.

1. BACKGROUND

- 1.1 This Site is aimed at Customers looking for the recruitment of specific professional profiles as well as Candidates who are searching for a job. LittleBIGJob has developed a solution that allows Customers to obtain a list of potential Candidates for a given position. The technology used by LittleBIGJob indexes data obtained from registered Candidates as well as data of potential Candidates obtained from publicly available sources. When a Customer makes a request, LittleBIGJob's activity consists in proposing Candidates considered to be the most relevant to a given position. Candidates also have the possibility to access and complete their profile on this Site.

2. DEFINITIONS

- 2.1 "**Customer**" refers to the professional, physical or corporate entity, registered and using LittleBIGJob' services in order to provide employment opportunities and to find a specific professional profile in the context of a recruitment process, including by making contact with candidates or consulting our database of profiles.
- 2.2 "**Candidate**" refers to an individual who has registered on this Site and is using it in search of new career opportunities.
- 2.3 "**Visitor**" refers to any individual who is using this Site without having registered as either a Customer or a Candidate, collectively "**Users**".

3. SCOPE

- 3.1 These Terms and Conditions of Use govern all use of the Site and of the Site's offered services. Access to and use of our Site and its services implies the express and unreserved acceptance of these Terms and Conditions of Use. Users therefore confirm that they have read and understood these Terms and Conditions of Use before accessing the Site and/or using the services, and they undertake to comply with them.

4. ACCESS TO AND USE OF THE SITE AND ITS SERVICES

- 4.1 LittleBIGJob is only bound by an obligation of means regarding the continuity of its services. The Site is accessible to Users 24/7 unless otherwise specified.
- 4.2 However, LittleBIGJob cannot be held responsible for:
 - any exceptional circumstances such as, but not limited to, an event constituting force majeure or due to a third party;
 - any technical harm related to and including programs, hardware, software or the Internet.
- 4.3 LittleBIGJob reserves the right to modify or suspend the service wholly or partially temporarily or permanently and without being liable to Users.
- 4.4 LittleBIGJob may apply general rules and limitations concerning the use of the Site and its services, including, but not limited to:
 - a maximum number of days a Posting, Candidate Account, Customer Account, message, or other uploaded content will be preserved and published;
 - a maximum amount and a maximum size of messages that can be sent and received by an Candidate or a Customer Account;
 - a maximum space of memory allocated on the servers of the Site;
 - a maximum number of accesses to a service during a given period (and the maximum duration of each access). LittleBIGJob makes no warranty for the deletion or failure to store any messages and other communications or other content maintained or transmitted.

5. REGISTRATION ON THIS SITE

5.1 REGISTRATION BY CUSTOMERS

- 5.1.1 In order to benefit from the services that are provided on this Site, Customers must first create a Customer Account.
- 5.1.2 Customers undertake to provide all the information requested from them with accuracy and sincerity. Customers agree to update their information regularly in order to be as up-to-date as possible on the Site, in particular with regard to available job offers.
- 5.1.3 A Customer Account may be associated with several contacts and reciprocally. The contact can only be a natural person, in this case a recruiter. A Customer may have several accounts associated with each of its establishments.
- 5.1.4 The Customer will have the right to publish Advertisements in the Announcements Database. If the Customer so wishes, the Announcements will then be accessible to Candidates.
- 5.1.5 The Customer undertakes to refrain from writing, any illegal mention, in particular as constituting discrimination and more generally to refrain from any infringement of the rights of third parties.
- 5.1.6 LittleBIGJob reserves the right to check the content of the Advertisement before it is published online, which may result in the publication being delayed of no more than forty-eight hours (48 hours).
- 5.1.7 LittleBIGJob may be authorized by the Customer to make minor corrections such as spelling and syntax corrections without its prior agreement.
- 5.1.8 The Customer will in any case be informed by email sent to its declared e-mail address of the final drafting of the Announcement as soon as it is published online. However, the Customer remains solely responsible for the content of its Advertisements and guarantees LittleBIGJob against any claim formulated or any action brought against it under the latter.
- 5.1.9 The Customer undertakes to promptly withdraw any Advertisement that has become no longer applicable.

5.2 CDATA[REGISTRATION BY CANDIDATES

- 5.2.1 Candidates have the possibility to create a Candidate Account in order to access, modify or create their profile on LittleBIGJob's website. The Candidate agrees to comply with the spirit of the Site, and to be honest and measured in the contents of his/her Candidate Account.

5.3 VALIDITY OF INFORMATION

- 5.3.1 Candidates and Customers agree to:
 - deliver real, accurate, current information at the moment of their entry in the application form and in particular not to use false names or addresses, or names or addresses without authorization;
 - keep up to date the information provided to ensure accuracy of the service;
 - not make available or distribute any unlawful, reprehensible (such as defamatory or racist information) or harmful (such as viruses) content in violation of applicable law.
- 5.3.2 In case of a breach of these provisions, LittleBIGJob may suspend or terminate the access of a Candidate or a Customer to LittleBIGJob' services.
- 5.3.3 When a Candidate or a Customer adds information on their Candidate Account or Customer Account, it claims to be the rightful owner of the information provided or is duly authorized to make public, as well as being in position to accept these present terms.

6. POSTINGS ON THIS SITE

- 6.1 This Site allows Customers and Candidates to post or upload information, data, text, photographs, graphics, messages and/or other content (hereafter "Postings") relating to a job offer or a job application.
- 6.2 You acknowledge and agree that LittleBIGJob does not control the content of Postings and cannot guarantee the accuracy, integrity or quality of any such content. Customers and Candidates are solely responsible for such content and solely liable for any and all loss or damage caused by such content.
- 6.2 All Postings in relation to services prohibited by law are banned. In particular, it is prohibited for any Customers or Candidates to insert Postings on the Site mentioning:
 - any services related to pornography, pedophilia or child nudity;
 - any service that promotes racism, xenophobia, hatred and violence, with any discrimination;
 - any services or methods of fast cash gains, financial services or services of clairvoyance or psychic;
 - any service related to stolen, counterfeit or copyright infringement, to cigarettes, alcohol or any product which its distribution is regulated by existing legislation's.
- 6.4 This list is indicative and not exhaustive. LittleBIGJob reserves the right to remove any Posting on this Site that is contrary to the law, public order, morality, image of the Site or the expectations of Customers or Candidates.
- 6.5 Customers undertake to provide Candidates with only job opportunities for which it is the sole legitimate employer or duly authorized by the rightful employer.
- 6.6 Customers and Candidates undertake to write their Postings in an accurate, clear and honest fashion, and in compliance with applicable laws. Postings must not be obscene, pornographic or vulgar. They should not denigrate a brand, a company, a state or a

person, or infringe in any way the reputation, image, privacy of any individual or organization.

- 6.7** Customers and Candidates certify having obtained permission to quote or use in their announcements any elements employing the right of publicity or intellectual property. Customers and Candidates agree to be personally responsible for any use which would emanate from the beneficiary or holder of his rights and agree in advance to clear LittleBIGJob, its employees and officers from any liability in case of a dispute.
- 6.8** Customers and Candidates are the sole authors and solely responsible for the content of their Postings and associated elements.

7. RESTRICTIONS

- 7.1** LittleBIGJob and its Career Managers reserve the right to modify, suspend or delete any and all parts, without notice, of any or all Postings or Customer or Candidate Accounts, particularly, without limitation, for the following reasons:
- in the event of a conflict with these Terms and Conditions of Use;
 - if the Posting or the information relating to a Candidate or Customer is incomplete, too short, or contrary to the spirit of the Site;
 - if the Posting or the information relating to a Candidate or Customer are liable to harm the image of the Site or interfere with its use.
- 7.2** LittleBIGJob Networks Inc. reserves the right to suspend or remove any Posting or message that has been reported as being contentious, without having to justify its decision.
- 7.3** Candidates agree to comply with the spirit of the Site, to be honest and measured in the content of their Candidate Accounts, Postings and messages.
- 7.4** Any insertion or maneuver aimed at inserting Postings likely to cause prejudice to the operations or image of LittleBIGJob or the Site may be subject to civil and criminal prosecution.
- 7.5** Candidates and Customers recognize a right of exploitation of Candidate and Customer Accounts by LittleBIGJob.
- 7.6** Candidates and Customers undertake to expunge from their messages, Candidate Accounts, Customer Accounts and Postings, all that would be wrong, unrelated to employment, obscene, offensive, abusive, racist, libellous, defamatory or discriminatory under applicable law.
- 7.7** In case of non-compliance with these terms by a Candidate or a Customer, LittleBIGJob reserves the right to suspend or delete a Candidate's or Customer's Account and, if necessary, denying him/her access to the Site, deleting all data and files relating to that Candidate or Customer, without prejudice to any other action under applicable law.

8. PRICING

- 8.1** The services offered to Candidates on this Site (i.e. registration, consultation of opportunities and active placement with Customers) are free. Other and more specific services (such as, but not limited to, personal coaching, assessment tests) will result in prices suited to the needs of the Candidate and a custom proposal to be accepted by him/her.
- 8.2** The services proposed to Customers on this Site are subject to a custom proposal from LittleBIGJob to be accepted by the Customer. Once accepted, the written proposal will supplement these Terms and Conditions of Use. The prices invoiced to a Customer are those in force on the day the order is placed, less discounts applicable to the order.

9. USE OF CONTENT

- 9.1** LittleBIGJob grants you a personal, non-exclusive, non-transferable, revocable, limited licence, strictly to do the following only, for your personal, non-commercial use, to view; reproduce; print; cache; store; and distribute content retrieved from this Site via a generally available consumer web browser. The foregoing licence is granted on the condition that you comply with the restrictions on use described in these Terms and Conditions of Use and that you do not (and do not permit any third party to) remove or obscure the copyright notice or other notices displayed on such content. You may not reproduce, print, cache, store, link to, frame, or distribute content retrieved from this Site for any commercial purpose whatsoever without the prior written permission of LittleBIGJob or the copyright holder identified in the relevant copyright notice.
- 9.2** You agree not to modify the services that are provided on this Site in any manner or to use modified versions of the services, including (without limitation) for the purpose of obtaining unauthorised access to the services. You agree not to access the services by any means other than through the interface provided by LittleBIGJob for use in accessing the services.
- 9.3** Except as expressly provided in these Terms and Conditions of Use, nothing in these Terms and Conditions of Use or on this Site shall be construed as conferring any other licence or right (whether expressly, by implication or otherwise) respect to any intellectual property rights belonging to LittleBIGJob and/or its licensors. All rights not expressly granted herein are reserved.

10. COPYRIGHTS AND INTELLECTUAL PROPERTY

- 10.1** All contents of this Site including text, presentations, illustrations, photographs, arborescences, graphics and HTML codes are the exclusive property of LittleBIGJob or its partners accordingly.
- 10.2** As such, representation, reproduction, nesting, distribution and redistribution, partial or total, is prohibited.
- 10.3** Anyone doing so without being able to prove a prior expressed consent of the copyright holder will incur the penalties for copyright infringement under applicable law.
- 10.4** In any case, on all copies of all or parts of the Site's content, there must be marked « Copyright LittleBIGJob. All rights reserved ».

11. BRANDS AND DOMAIN NAMES

- 11.1** The trademarks, logos and domain names on this Site are trademarks of LittleBIGJob, or possibly one of its partners.
- 11.2** As such, any person making representation, reproduction, nesting, distribution and redistribution may incur the penalties provided under applicable law.

12. REPORT AN ABUSE

- 12.1** The Site provides Candidates and Customers with the ability to report abuse or use in contradiction with the Terms and Conditions of Use. In this case, please send an email to the following address: abuse@littlebigjob.com

13. PERSONAL DATA

- 13.1** LittleBIGJob's activity entails the processing of personal data in accordance with LittleBIGJob' Service privacy notice available [here](/privacy).
- 13.2** As a Customer, you may receive from us personal data related to Candidates. Customers are responsible for complying with applicable data protection laws when processing personal data of Candidates for their own purposes. In particular, Customers must provide Candidates with sufficient information and guarantees regarding the processing of their personal data (e.g. through a dedicated privacy notice).

14. COOKIES

- 14.1** This Site uses cookies. For more details about our use of cookies and other tracking technology, please read our Cookies Notice available [here](/cookies).

15. PASSWORDS AND SECURITY

- 15.1** Access to certain services on this Site may require you to choose a user name and password. If you do so, you are responsible for maintaining the confidentiality of your password and account information and for logging out of your account at the end of each session.
- 15.2** In selecting a user name, you agree not to (i) impersonate another person; (ii) use a name subject to the rights of any person without their permission; or (iii) use a name that is offensive, illegal, or infringing. You are responsible for all activities that occur under your password or account.
- 15.3** You agree to notify LittleBIGJob immediately of any unauthorised use of your password or account or any other breach of security. LittleBIGJob accepts no liability for any loss or damage arising from your failure to comply with this paragraph.

16. THIRD PARTY SITES

- 16.1** The Sites provides links to other sites on the internet operated by third parties. Because LittleBIGJob has no control over such sites, you acknowledge and agree that LittleBIGJob is not responsible for the availability of such external sites, and does not endorse and is not responsible or liable for any content, advertising, products, services or materials on or available through such sites.
- 16.2** You further acknowledge and agree that LittleBIGJob shall not be responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with use of or reliance on any content, goods or services on or available through any such site.
- 16.2** Finally, you acknowledge that LittleBIGJob has no control over the terms and conditions and/or privacy policies of such third party sites and that such terms and conditions and/or privacy policies will govern your rights and obligations with respect to the use of

those websites.

17. MINORS

17.1 This Site is not intended for minors. If you are considered to be a minor in your country of residence, please do not register on this Site.

18. LIMITATION OF LIABILITY

18.1 Users expressly agree to use the Site at their own risk and under their own responsibility.

18.2 Users relieve LittleBIGJob, its employees and its officers from liability for any damage resulting from use of the Site or its associated services.

18.3 The Site provides Users with information for reference only, as is, with all faults, errors, omissions, inaccuracies and other ambiguities that may exist. In addition, this information must be taken into consideration at the moment it is posted online and not when browsing the Site.

18.4 In any event, LittleBIGJob shall in no event be held responsible: for any direct or indirect damages with regard to loss of use, loss of profits, loss of customers or data, loss of goodwill, which may result from the use of the Site, or the inability to use the Site; malfunction, unavailability of access, misuse, improper configuration of the computer or any other computer or telephone equipment of the User, or the use of a seldom used browser by the User; the content of the Postings and other links or resources accessed by the Users from the Site.

19. APPLICABLE LAW AND COMPETENT JURISDICTION

19.1 The Terms and Conditions of Use shall be governed by French law and the Paris tribunals and courts will have exclusive competence in case of dispute.

19.2 If a specific clause of these Terms and Conditions of Use is declared null, that clause shall be deemed unwritten. However, this should not invalidate the successful registration of a Customer or Applicant, the entire Terms and Conditions of Use, or the terms and conditions of the custom proposal accepted by the Customer.

20. UPDATES TO THESE TERMS AND CONDITIONS

20.1 LittleBIGJob reserves the right to change these Terms and Conditions of Use (including the terms of any additional site policies, guidelines, rules or legal terms posted on this Site) from time to time. Except as expressly provided in these Terms, any changes we make to the Terms of Conditions of Use will be effective immediately upon being posted on the Site. Your continued use of our Site following the posting of any such changes constitutes your acceptance of them. You should therefore check this page on a regular basis to ensure you are familiar with the most current version of the Terms and Conditions of Use. You can determine when the Terms and Conditions of Use were last updated by checking the "Last Updated" legend at the top of these Terms.

21. CONTACT

21.1 If you have any question related to our services or to the Terms and Conditions of Use, please contact us at: customer@littlebigjob.com