# Term of use

#### PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS

#### What's in these terms of use?

These terms of use tell you the rules for using our website https://wpfr.daira.robertwaltersgroup.com/a/login (**our portal**).

- Who we are and how to contact us
- By using our portal you accept these terms
- There are other terms that may apply to you
- We may make changes to these terms
- We may make changes to our portal
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- You must keep your account details safe
- Prohibited use
- How you may use material on our portal
- Do not rely on information on our portal
- We are not responsible for websites we link to
- Our responsibility for loss or damage suffered by you
- Exclusion of liability for digital content
- How we may use your personal information
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- We are not responsible for viruses and you must not introduce them
- Which country's laws apply to any disputes?
- Policies, procedures, measures and tools

## Who we are and how to contact us

This is a portal operated by the group of companies ultimately owned by Robert Walters Plc ("**We**"). We are registered in England and Wales under company number 03956083 and have our registered office at 11 Slingsbury Place, St Martin's Courtyard, London, WC2E 9AB, United Kingdom.

To contact us, please email wpparis@walterspeople.com [or telephone our customer service line on 01 40 76 05 05].

#### By using our portal you accept these terms

By accessing and using our portal, you confirm that you have read, understood, and accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our portal.

We recommend that you print a copy of these terms for future reference.

By using the portal, you represent and warrant that:

- all registration information you submit will be true, accurate, current, and complete;
- you will maintain the accuracy of such information and promptly update such registration information as necessary;
- you have the legal capacity and you agree to comply with these terms of use;

# If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the portal (or any portion thereof). There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our portal:

- Our *Privacy Policy*. See further under How we may use your personal information.
- Our *<u>Cookie Policy</u>*, which sets out information about the cookies on our portal.

The provision of services and CVs on the portal represent an offer of services and are subject to our terms and conditions of service, which can be viewed and downloaded [https://www.walterspeople.fr/a-propos/mentions-legales.html]; if we are already providing services in connection with a current agreement, the terms of that agreement will prevail (applicable terms are hereinafter referred to as our **Terms and Conditions of Service**).

#### We may make changes to these terms

We amend these terms from time to time. We reserve the right, in our sole discretion, to make changes or modifications to these terms of use at any time and for any reason. Every time you wish to use our portal, please check these terms to ensure you understand the terms that apply at that time.

We will alert you about any changes by updating the "Last updated" date of these terms of use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these terms of use to stay informed of updates.

#### We may make changes to our portal

We may update and change our portal from time to time to reflect changes to our services, our users' needs and our business priorities.

#### We may suspend or withdraw our portal

We do not guarantee that our portal, or any content on it, will always be available or be uninterrupted. We may change, modify, suspend or withdraw or restrict the availability or remove the contents of all or any part of our portal for business and operational reasons at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our portal.

We cannot guarantee our portal will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to our portal, resulting in interruptions, delays, or errors. Nothing in these terms of use will be construed to obligate us to maintain and support our portal or to supply any corrections, updates, or releases in connection therewith.

We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the portal at any time or for any reason without notice to you.

You are also responsible for ensuring that all persons who access our portal through your internet connection, with your systems or in any other way on your behalf, are aware of these terms of use and other applicable terms and conditions, and that they comply with them. We may transfer this agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

## You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at wpparis@walterspeople.com.

## **Prohibited use**

You may not access or use the portal for any purpose other than that for which we make the portal available. The portal may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

You may not use our portal:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- To knowingly upload or transmit (or attempt to upload or to transmit) any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spamming, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware or that interferes with any party's uninterrupted use and enjoyment of the portal.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our portal in contravention of the provisions of our terms of use.
- Not to systematically retrieve data or other content from the portal to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Not to make any unauthorised use of the portal, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences.
- Not circumvent, disable, or otherwise interfere with security-related features of the portal, including features that prevent or restrict the use or copying of any content or enforce limitations on the use of the portal and/or the content contained therein.
- Not use the portal as part of any effort to compete with us or otherwise use the portal and/or the content for any revenue-generating endeavour or commercial enterprise.
- Not attempt to bypass any measures of the portal designed to prevent or restrict access to the portal, or any portion of the portal.
- Not engage in unauthorised framing of or linking to the portal.
- Not to access without authority, interfere with, damage, modify, impair or disrupt:
  - any part, feature, feature, operation or maintenance of our portal;
  - any equipment or network on which the portal is stored;
  - any software used in the provision of the portal; or
  - any equipment or network or software owned or used by any third party.

#### How you may use material on our portal

We are the owner or the licensee of all intellectual property rights in our portal, and in the material published on it. The portal is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the portal and the trademarks, service marks, and logos contained therein are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws and treaties around the world. All such rights are reserved.

Except as expressly provided in these terms of use, no part of the portal and no content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

Provided that you are eligible to use the portal, you are granted a limited licence to access and use the portal and you may print off one copy, and may download extracts, of any page(s) from our portal to which you have properly gained access solely for your personal use and you may draw the attention of others within your organisation to content posted on our portal. We reserve all rights not expressly granted to you in and to the portal and its content.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our portal must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on our portal for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy, download, share or repost any part of our portal in breach of these terms of use, your right to use our portal will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our portal or any services provided via, or in relation to, our portal. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive (*(EU) 2019/790*).

## Do not rely on information on this

The content on our portal is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our portal.

Although we make reasonable efforts to update the information on our portal, we make no representations, warranties or guarantees, whether express or implied, that the content on our portal is accurate, complete or up to date.

## We are not responsible for websites we link to

Where our portal contains links to other websites and resources provided by third parties, such as as articles, photographs, text, graphics, pictures, designs, music, video, information, applications, and other content belonging to or originating from third parties, these links or resources are provided for your information only. Such links or resources should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those websites or resources.

## Our responsibility for loss or damage suffered by you

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services or products to you, which will be set out in our Terms and Conditions of Service.
- We exclude all implied conditions, warranties, representations or other terms that may apply to our portal or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - use of, or inability to access or use our portal;
  - any modification, suspension, or discontinuance of our portal; or
  - use of or reliance on any content displayed on our portal.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;

- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

#### How we may use your personal information

We care about data privacy and security. We will only use your personal information as set out in our Privacy Policy<sup>1</sup>.

## We are not responsible for viruses and you must not introduce them

We do not guarantee that our portal will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our portal. You should use your own virus protection software.

You must not misuse our portal by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our portal, the server on which our portal is stored or any server, computer or database connected to our portal. You must not attack our portal via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our portal will cease immediately.

## Which country's laws apply to any disputes?

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by France law. We both agree to the exclusive jurisdiction of the courts of France.

Last updated 07.28.2023

Territory	Privacy policy web page	Cookie policy web page
France	https://www.walterspeople.fr/a- propos/politique-de-confidentialite.html	https://www.walterspeople.fr/a-propos/cookie- policy.html