Legal Information Job Market Insights

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YOU CAN READ AND PRINT THESE LEGAL CONDITIONS. PLEASE READ CAREFULLY.

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LEGAL CONDITIONS

1. LEGAL INFORMATION

LEGAL INFORMATION

Jobisjob, S.L.

Website owner: JobisJob, S.L.

Job Market Insights is a new product of JobisJob S.L. ("**JobisJob**")

Edificio Testa Sant Cugat - Avda. Alcalde Barnils, 64-68, D, 4ª planta
08174 Sant Cugat del Vallés (Barcelona), Spain

Tel. + 34 935 531 070
info(at)jobisjob(dot)com

N.I.F/VAT: ES B-65367450

Registered with the Trade Registry of Barcelona: T. 42011 , F.137 , H399011 , registering date July 12, 2010

2. GENERAL CONDITIONS OF USE OF THE Job Market Insights website AND user INFORMATION

2.1. Introduction

Job Market Insights is a new product of JobisJob S.L. Access and use of the website Job Market Insights are voluntary and confer the status of user to those who carry out this action.

Access to certain content of the website may need the previous signature of a services agreement with JobisJob, S.L. and obtaining an identifier and password.

The Use of the website signifies full acceptance of the legal conditions, the "*Data protection policy*" and the "*Additional legal conditions*" published when the user accesses the site. JobisJob also informs users that these legal conditions may be modified without prior notice. Therefore users should carefully read the conditions every time they enter the website, as the conditions may have changed. The user may access, print, download and save the General Conditions of Use at any time. These Conditions shall be permanently available on the website via the LEGAL CONDITIONS link. JobisJob S.L. (hereafter "JobisJob") reserves the right without prior notice to modify the content of the legal text and the Data protection policy and therefore recommends the user to read the legal text and the Data protection policy each time he accesses and uses the website Job Market Insights. JobisJob reserves the right to modify - without prior notice - the design, layout and/or configuration of the website, and any or all of the services offered, and reserves the right to add new services. JobisJob reserves the right at any time and without prior notice to deny access to users who fail to comply with any of the general or specific conditions that apply.

2.2. Object

The present legal text regulates the access and usage of the website Job Market Insights.

Job Market Insights is a Big Data tool that provides a 360º view of the labour market. Using smart data analytics, users can effectively compare themselves to the market, analyse market trends and gain insight into key client behaviour as well as missing advertisers.

We developed a unique and proprietary method to collect certain non identifiable information through our own resources and through third parties resources. Such information is aggregated, analyzed and shown to you as part of our Services. Although we believe that our broad based and worldwide spread resources provide with a fairly adequate information and trends, our Services provide statistical information and accordingly may not be up to date or fully accurate thus the reliance on the results and information set forth in our Services is made at your own risk and expense. Furthermore, the information gathered by us and used for purposes of analyzing websites is not verified by us for quality, reliability or otherwise and accordingly, the information presented through our Services does not in any way create any representation or warranty on our behalf with respect to such third party's websites or internet pages.

JobisJob will only share data and/or information if the data and/or information are not in breach of the Law or the General Conditions of Use described herein. JobisJob may eliminate content from the site without prior notice.

The user accepts that it is not technically possible for the Job Market Insights website to be available 100%. Nonetheless JobisJob shall endeavour to maintain constant availability. The website's services

may be subject to brief anomalies or temporary suspension, especially due to maintenance, security and capacity issues, as well as events outside JobisJob's control (for example: public communication network anomalies, power cuts, etc.).

2.3. User obligations as regards the Site

The user agrees to use the site and its functions diligently, in complete compliance with the Law on good practice and the General and Specific Conditions of Use herein described, as the case may be. Users are expressly prohibited from using the website for any purpose other than that for which it was created.

The user agrees to comply with the applicable laws and third party rights as regards use of the website content and services. Users may not copy, distribute, transmit, adapt or modify the content of the website (text, designs, graphics, information, databases, sound and/or image files, logos, etc.) or any other element of the website, in any way, without prior authorisation or unless permitted by law. *Intellectual Property Rights Policy* shall apply.

Users are prohibited from carrying out the following actions:

- Using website mechanisms, software and script.
- Blocking, overwriting, modifying, or copying, unless essential to the website's operations. For example: the act of copying via "Robot/Crawler" search-engine technology is not necessary for the correct use of the website and is expressly prohibited.
- Distribute and publicly reproduce content from the Job Market Insights website, without prior authorisation.
- Any action likely to damage Job Market Insights infrastructure, especially overloading.
- Using any material or information from the website, for illegal purposes, expressly prohibited in the General Conditions of Use or in the specific conditions, as the case may be. Using any material or information that damages the rights and interests of JobisJob, its members and/or third parties.

Users shall be liable for any breach or contravention of these obligations (including introducing or distributing computer viruses) and/or damaging, rendering useless, overloading, harming or impeding normal use of the material and information on the website, in the information systems and documents, files and content stored in JobisJob's IT systems (hacking), or those of its members or other users.

Certain functions do not require users to subscribe or register in advance. Nonetheless JobisJob shall make the use of certain services conditional upon the prior completion of a relevant user form and/or signature of a services agreement, and shall select the identifier and password, which the user agrees to protect and use with due diligence.

Use of the password is personal and non transferable. It may not be transmitted - even temporarily - to third parties. The user must adopt adequate measures to protect his or her password, to prevent it

from being used by third parties. The user is responsible for the use of his or her password, with complete indemnity on the part of JobisJob. If the user knows or suspects third parties are using his or her password, the user must inform JobisJob immediately. Users must register by means of specific forms for specific services.

The user is aware of and voluntarily accepts full and exclusive responsibility for all use of the website's services.

The user shall accept responsibility for damages of any kind caused to JobisJob as a consequence of intentional non compliance with any of the obligations to which he or she is subject by virtue of these "*General Conditions of Use*" or by virtue of the applicable legislation.

2.4.Content provided by users

JobisJob does not permit content that damages the quality of the service, the reputation of Jobisjob or third parties, and that violates the good faith and/or the rights of third parties.

JobisJob is responsible for identifying the aforementioned situations on the basis of good faith and/or requests by third parties and/or institutions. However, JobisJob cannot control each and every piece of content published and therefore cannot assume responsibility for all content.

JobisJob shall carry out regular checks on inserted and published content to ensure compliance with JobisJob's principles of quality, as well as the norms described herein. Moreover JobisJob reserves the authority to withdraw all content from JobisJob that it deems inappropriate and that does not comply with the characteristics and aims of the website. If you notice any inappropriate content on the website please contact our customer service department at: info(at)JobisJob(dot)com and/or telephone 935 531 070.

2.5. No licence

JobisJob authorises the use of intellectual property rights over the software that facilitates the website's services and functions, in accordance with these *General Conditions of Use* and only for the permitted use of Job Market Insights product. JobisJob does not grant any other licence or authorisation to use intellectual property rights or any other property or right related to the website's functions. Users can send in suggestions and proposals to improve the information, activities and/or functions provided by and/or available on the website, by clicking contacting the JobisJob Customer Service.

2.6.Exclusion of guarantees and liability

Given that the information provided by Job Market Insights is the result of the collection, aggregation and analysis of job information available from JobisJob own resources and third parties resources, JobisJob shall not be liable for damage of any kind caused by inaccurate or non specific information or by information that is not up to date; nor shall it be responsible for damage caused by errors or omissions of the information and services contained in the website, or other content accessed via the site; nor shall it be liable for verification or supervision of content and information.

Moreover JobisJob does not guarantee ongoing availability and operability of the website, nor infallibility, and therefore excludes insofar as permitted by law, any liability for damages caused by a

lack of availability or continuity in the site's operations and services, or errors accessing other websites or websites that provide said services.

JobisJob excludes any liability for damages resulting from services provided by third parties via the website and media employed to manage service requests, including but not limited to: acts of unfair competition and illegal advertising via the provision of services via the website; information that is false, inaccurate, non specific, imperfect, defective, irrelevant and/or out of date; and content transmitted, distributed, stored, received, obtained, made available or accessible via the services provided by third parties via this website.

JobisJob guarantees the user the right to de-register from the website, in a simple and effective manner, and to stop receiving messages from the website.

2.7.Security measures

Given that Internet security measures are not impregnable when it comes to privacy and security, JobisJob does not guarantee that authorised and unauthorised third parties are not aware of the conditions, characteristics and circumstances of the website's operations, and that they cannot access, intercept, delete, alter, modify or manipulate messages, communications and content of any kind, which users distribute or communicate to third parties via the website.

2.8.Applicable Law and Jurisdiction

These Legal Conditions and the rest of the website's conditions are governed by Spanish law. As regards issues that arise in relation to the provision of services and content on JobisJob, and the interpretation, application, compliance and non compliance with information contained herein, JobisJob and the user, expressly renounce any right to submit to jurisdictions other than the Courts of Barcelona.

3. INTELLECTUAL PROPERTY RIGHTS POLICY

Copyright © 2008 – JOBISJOB S.L.- All rights

All operating rights are reserved.

This website is governed by Spanish law and is protected by national and international legislation on intellectual property. The texts, designs, images, databases, logos, layout, trademarks and other elements of the website belong to JobisJob or third parties who have given JobisJob the operating rights over the intellectual property rights in the context of the services provided via this website. These rights are protected by the laws and international treaties on intellectual property. Any reproduction, transmission, adaptation, translation, modification, communication or use of all or some of the website content, in any way or form, electronic, mechanical, or otherwise, is strictly prohibited unless it is subject to prior written authorisation from JobisJob. Any infraction of these rights could lead to civil or criminal legal proceedings. To protect intellectual property rights, any user or third party who considers that his or her legitimate rights have been breached by specific content on the website, should inform in writing to JobisJob, Edificio Testa Avda. Alcalde Barnils, 64-68, D, 4ª planta 08174 Sant Cugat del Vallès (Barcelona), stating:

- The details identifying the owner of the rights that have been breached and, in the event of the interested party being represented by a third party, the details of the representative.

- The content protected by the specific intellectual property right and the location of the content on the website.

- Proof of the existence, ownership and validity of the intellectual property right.

- Statement in which the interested party accepts liability for the truth of the details and information provided in the notification described herein.

4. DATA PROTECTION POLICY

4.1. Data processing

Job Market Insights does not obtain data from users. It only processes data from the users and on the users behalf as Data Processor, according to the General Data Protection Regulations (GDPR) which JobisJob commits itself to fulfil.

To that effect, when entering into a serives agreement with a particular client, JOBISJOB also enters into a Data Processing Agreement according to the requirements set forth in the Data Protection legislation.

4.2. Cookies settings

JobisJob sets its cookies to get the user's navigation experience as pleasant as possible. It is the best way to bring users the content that interests them offered by JobisJob.

What are cookies?

A cookie is a small file downloaded on to the computer, smartphone or tablet of the user. This file is used to gather information about the user’s navigation or the user’s computer. Cookies keep track of the user’s session, improve the loading time of the website and avoid showing information the user already knows, etc.

JobisJob cookies

These types of cookies are used in JobisJob to offer the best service to its users:

- Strictly necessary cookies: these cookies are essential for the running the services the user expect to get, and to avoid showing certain informational layers that users have chosen to hide. Without these cookies, the user will notice that contents and services would not function.

- Analytical cookies: these cookies are used by us or by third parties to monitor the performance of the user and to analyze patterns of users' behavior, the number of visitors, visited pages or sections, navigation time, data of used browsers, visited website and information related to the navigation itself.

- The aim is to improve users' experience on the website in terms of the source through which they access the portal and to create statistical reports on website traffic, total audience and audience in a particular advertising campaign. To create reports based on general patterns of the website visitors.

  We inform you that the third parties that could access to this information are Google Analytics (http://www.google.com/intl/en/policies/technologies/cookies) and Score Card Research (Full Circle studies, Inc) (http://www.scorecardresearch.com/privacy.aspx) , without detriment to other companies. If you want consulted the privacy policy about cookies of these companies you can access their conditions through the links.

If strictly analytical cookies, advertising cookies and behavioral cookies aren't enabled it won't concern you. However, successful advertisements that help JobisJob bringing income will be affected, as well as the possibility to offer free services and contents.

Cookies deactivation

The user is also free to de-activate and/or eliminate cookies by following their Internet browser instructions; however such action may considerably reduce the user's ability to use the site and may be incompatible with his or her needs.

Users can choose, at any time, which cookies they want to activate on the website by browser's settings:

- Chrome, from https://support.google.com/chrome/answer/95647?hl=en

- Explorer, from http://windows.microsoft.com/en-us/windows7/how-to-manage-cookies-in-internet-explorer-9

- Firefox, from http://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences

- Safari, from http://support.apple.com/kb/ph5042

External alternatives

- 'Opt-out' for each type of cookies: The use of these systems may install on your computer a 'rejection' cookie to make your deactivation request work.

- Other third party tools available on other websites: these enable users to detect all cookies from each website they visit and manage their deactivation.

- Available opt-outs for Google Analytics': https://tools.google.com/dlpage/gaoptout/

JobisJob, S.L. is not responsible for the contents and accuracy of third parties' privacy included in this cookies policy. If you have any question or concern about it, please send JobisJob, S.L. an email to info@jobisjob.com