



TERMS OF USE OF THE SALARYCHECKER SELF-CHECK FEATURE

Latest update : January 1, 2025

Article 1 –SCOPE

The SalaryChecker Self-Check feature (“Feature”) available on the web application platform.becandid.tech (“Web App”), is published by:

BeCandid Tech, SAS with capital of 5,000 euros, registered with the R.C.S. of Antibes under number 931 141 717, whose head office is located at the Green Side Business Village building 7, 400 avenue Roumanille, 06410 Biot (France), represented by Alexia Gonzalez duly authorized,

(Hereinafter referred to as the “Company”).

The Company legal mentions are available on the website www.becandid.tech.

These terms of use (the “Terms of Use”) are intended to define and govern the relationships between the Company and any user (the “User”) wishing to benefit from the services offered with the Feature. They include in annex the privacy and cookies policy (“Privacy Policy”) which form an integral part of the Terms of Use.

The provision of services offered to Users with the Feature is conditional on prior acceptance without restriction or reservation of these Terms of Use including in particular the Privacy Policy.

The Terms of Use are made available to Users on the website where they are directly consultable and can also be communicated to them on simple request by any means.

Article 2 – DESCRIPTION OF SERVICES

The Feature has for object the provision of an online solution to candidates and potential candidates for checking salary alignment with a company’s budget without revealing any numbers. It is developed, operated and marketed by BeCandid Tech.

(hereinafter referred to as the “Services”).

The provision of such Services are an integral part of the subscription of the Company’s Clients and is provided free of charge to Users. Contractual liabilities, obligations of the Company and the Clients are part of the Contract between the Company and its Clients and are not covered in the

present Terms of Use since no contractual relationship exists between the Users and the Company.

Article 3 – CONDITIONS OF USE

Users wishing to use the Services must use the Web App. Access to the Web App is possible from a computer, tablet or smartphone. Any User wishing to fully benefit from the Web App and the Services must have full capacity and act for strictly personal purposes.

Use of the Services requires broadband internet connection and mobile internet where applicable, at Users' cost.

Users make it their personal business to set up the IT and telecommunications allowing them access to the Services.

Article 4 – USE OF SERVICES

When a client company of the BeCandid Platform shares a URL to access the Feature, the recipient of the URL is invited to click on the link to be able to use the Service as a User.

By clicking on the link, the User is asked to fill in their contact details, location, and salary expectations. The User wishing to benefit from the Services must also confirm their acceptance of these Terms of Use by checking the box provided for this purpose on the acceptance screen of the Feature.

Acceptance of the Terms of Use grants the User a right to check their salary alignment with the client company's budget, by clicking on the link available at the email that they will receive shortly after submitting the form.

Article 7 – USER OBLIGATIONS

Each User undertakes to access and use the WebApp and the Services fairly and in accordance with the laws in force and these Terms of Use.

The data and information communicated or recorded by the Users must be accurate, sincere and loyal and will be communicated under their sole responsibility.

More generally, each User undertakes to:

- use the Service exclusively for personal purposes;
- use the Service only once for each URL that they have access to and not reiterate the process with another email address for the same URL;
- not distribute illicit content or content that has the effect of reducing, disorganizing, slowing down or interrupting the normal circulation of data on the Web App;

- report immediately to the Company any difficulty, reservation or dispute arising during the execution of the Services or any abnormal, abusive or fraudulent use of the Web App of which they would be aware.

In the event that a User would be responsible for an infringement of the legislation in force or an infringement of the rights of third parties, a Company reserves the right to provide, at the request of any legitimate authority (jurisdiction, administrative authority, police services), any information allowing or facilitating the identification of the User offender.

Article 8 – COMPLAINS

In the event of non-performance or defective performance of the Services, the User must notify the Company's Client which shared the URL to use the Service.

Article 9 – PERSONAL DATA

For more information regarding the use of personal data by the Company as Data Controller, please read the Privacy Policy in the appendix to these Terms of Use.

You can consult these documents at any time on the Company's website.

Article 10 – HYPERTEXT LINKS

The hypertext links available on the WebApp may refer to third-party or partner sites. They are provided solely for the convenience of the User, in order to facilitate the use of resources available on the Internet. If the User uses these links, it will leave the WebApp and will then agree to use third-party sites at its own risk or, where applicable, in accordance with the conditions that govern them.

In any event, the existence of a hypertext link to the WebApp from a third party site or on the WebApp to a third party or partner site cannot incur the liability of the Company for any reason whatsoever and in particular as to the availability, content and products and/or services available on or from this third party or partner site.

The User is not authorized to create on a third party site one or more hypertext links linking to the home page of the WebApp, except with prior written authorization from the Company.

Article 11 – INTELLECTUAL PROPERTY

The Company is the sole owner of all the content present on the WebApp, in particular and without limitation, all texts, files, animated or non-animated images, photographs, videos, logos, drawings, models, software, brands, visual identity, database, structure of the WebApp and all other elements of intellectual property and other data or information which are protected by French and international laws and regulations relating in particular to intellectual property.



Consequently, none of the contents of the WebApp may not, in whole or in part, be modified, reproduced, copied, duplicated, sold, resold, transmitted, published, communicated, distributed, broadcast, represented, stored, used, rented or exploited in any other way, free of charge or for a fee, by A User or by a third party, whatever the means and/or supports used, whether known or unknown to date, without the prior written authorization of the Company, and the User is solely responsible for any unauthorized use and/or exploitation.

In addition, any extraction, integration, compilation, or use for commercial purposes of information contained in the databases accessible on the WebApp, as well as any use of software, robots, data mining systems and other data collection tools is strictly prohibited for Users.

Article 12 – DURATION – SUSPENSION – TERMINATION

These Terms of Use are concluded for the duration of the provision of the Services.

The Company reserves the right to permanently or temporarily suspend access to the WebApp and Services for any reason, which would result in the termination without notice of these Terms of Use.

The Company reserves the right to suspend access to a User to the Services permanently or temporarily, in the event of a breach by said User to its obligations resulting from these Terms of Use.

Furthermore, the Company or the User may terminate the Terms of Use automatically in advance by sending written notification:

- in the event of the occurrence of a case of force majeure as referred to in article 9 above;
- after having notified the other party in the event of a serious breach by the latter of its obligations or under the applicable laws and regulations, which has not been remedied within fifteen (15) days (when may be remedied) following written notification indicating the nature of the breach and the need to remedy it.

Article 13 – AUTONOMY AND ABSENCE OF WAIVER

If any of the stipulations of these Terms of Use were declared null or inapplicable for any reason whatsoever in application of a law, a regulation or following a court decision that has become final, it would be deemed not to be applicable. written and the other stipulations would remain in force.

The fact for the Company to not take advantage, temporarily or permanently, of one or more stipulations of the Terms of Use will in no case constitute a waiver.

Article 14 – MODIFICATION

The Company reserves the right to modify at any time and without notice the content or location of the WebApp, the Services and these Terms of Use.

Any use of the WebApp or Services following a modification made to the Terms of Use will imply acceptance by each Customer of said modifications. The most recent and current version of the Terms of Use will always be available on the website.

Article 15 – APPLICABLE LAW AND LANGUAGE OF THE CONTRACT

These Terms of Use and the operations resulting from them are governed and subject to French law. They are written in French. In the event of translation into one or more foreign languages, only the French text will be authentic in the event of a dispute.

ADDENDUM 1

PRIVACY AND COOKIE POLICY

As part of the provision of our Service, we process your personal data in compliance with the General Data Protection Regulation 2016/679 of April 27, 2016 ("GDPR") and under the conditions set out below .

Personal data means any information relating to an identified or identifiable natural person. We collect and process personal data in the context of providing our Services or communicating about these Services exclusively, in strict compliance with the GDPR.

We only collect personal data that is adequate, relevant and limited to what is necessary for the purposes for which it is processed. Therefore, you will never be asked to provide personal data considered "sensitive", such as your racial or ethnic origins, your political, philosophical or religious opinions.

By browsing the WebApp, you authorize us to process your personal data in accordance with the Privacy Policy. If you do not agree to the terms of this Privacy Policy, please refrain from using the WebApp.

1. In what cases do we collect your personal data and what data is collected?

We may collect and store your personal data, including:

- When you use the Feature by clicking on the URL made available by a company client from BeCandid.
- When you contact us

We use your personal data to enable the implementation and management of the Feature and respond to your specific requests. We also use your personal data for the purpose of operating and improving our Services and our approach. This information is used only by us and allows us to better adapt our Services to your expectations.

We minimize the collection of personal data and only collect what is strictly necessary for the execution of our Terms of Use, compliance with current legislation and the execution of the steps prior to the conclusion of contracts.

We carry out an impact analysis when developing our Services in order to define the personal data necessary for the proper execution of the Service, the purpose of processing this data and the risks.

1.1 Navigation on the Webapp

Each time you access our WebApp, we collect personal data such as, in particular, your IP address, date and time of connection, as well as information about the browser you are using.

1.2 Use of the Service

When you use the Webapp to use the Service we collect:



- Email address: the purpose is to make it possible to send email notifications and implement the salarycheck process.
- First and Last name: the purpose is to collect it on behalf of the Client, as subcontractors, to allow them to identify and locate Users to manage job applications.

1.3 Contacts

In order to respond to requests you may reach out to our Customer Service and to confirm information about you, we may use your first and last name, email address and telephone number. The aim is to make communication possible and provide you with the necessary support.

2. How do we protect your personal data?

We have set up and regularly reassess technical and organizational security measures to guarantee the security, integrity and confidentiality of all your personal data, in order to prevent it from being distorted, damaged or from unauthorized third parties. have access. We ensure an appropriate level of security, taking into account the state of knowledge, the costs of implementation and the nature, scope, context and purposes of the processing as well as the risks and their likelihood.

However, it is specified that no security measure is infallible, we are not able to guarantee absolute security of your personal data.

3. When do we share your personal data?

3.1 Sharing of your personal data within the Company

Your personal data may be processed internally at BeCandid Tech. Only people who need to process personal data as part of their duties will have access to it.

3.2 Sharing your personal data with third party companies

When you browse the WebApp, your personal data may be transmitted to external service providers. These third parties provide a service on our behalf and in our name with the aim of enabling the proper functioning of the Services.

Our subcontractors are as follows:

- Google Workspace Europe (Emails you send to our Support team)
- Infomaniak (Hosting / Infrastructure)
- Mailgun Europe (Emails notifications sent by the solution)

We favor subcontractors who use servers located in the European Economic Area. However, personal data may be transferred to countries outside the European Union. In accordance with the GDPR, all transfers of personal data to a country located outside the European Union and/or not offering a level of protection considered sufficient by the European Commission have been the subject of cross-border flow agreements. comply with the standard contractual clauses issued by the European Commission.



Except in the case where a third party asks you to accept its own confidentiality policy and conditions of use, the third party companies having received communication of your personal data have undertaken to process your personal data only for the implementation of our Services.

We will never share, without obtaining your prior consent, your personal data with third party companies for marketing and/or commercial purposes.

3.3 Sharing with authorities

We may disclose your personal data to administrative or judicial authorities when their disclosure is necessary for the identification, arrest or prosecution of any individual likely to harm our rights, any other user or of a third. Finally, we may be legally required to disclose your personal data and cannot object to this in this case.

4. How long do we keep your personal data?

When you are invited by a BeCandid company client to use the Feature by clicking on the URL, we act as a subcontractor of the client company. The data retention arrangements are governed by the Data Processing Agreement established between the Company and the Client.

5. Cookies: how do we use them?

5.1 What is a cookie?

A cookie is a text file that may be placed in a terminal when consulting an online service with browser software. A cookie file notably allows its issuer, during its validity period, to recognize the terminal concerned each time this terminal accesses digital content containing cookies from the same issuer.

In any case, cookies placed on your browsing terminal with your consent are destroyed 13 months after their placement on your terminal.

5.2 What are the cookies issued on our Applications used for?

The cookies we issue:

- allow us to provide our Services by making access to the Feature possible.
- allow us to adapt the presentation of our web app to the display preferences of your terminal (language used);
- csrftoken: security token (linked to the session).

The Company only places cookies on the Feature that are exempt from consent under article 82 of the Data Protection Act. Therefore, you will not see a cookie banner asking for your consent.

5.3 How can you control the cookies used?

You can configure your browser software at any time so that cookies are saved on your terminal or, on the contrary, that they are rejected (either systematically or depending on their issuer). You can also configure your browser software so that you are offered the acceptance or refusal of cookies from time to time, before a cookie can be saved on your terminal.

Please note: any settings may modify your Internet browsing and your conditions of access to certain services requiring the use of cookies. We decline all responsibility for the consequences linked to the degraded functioning of our services resulting from the impossibility of recording or



consulting the cookies necessary for their functioning and which you have refused or deleted. This would be the case if you tried to access our content or services which require you to identify yourself. This would also be the case when we (or our service providers) could not recognize, for technical compatibility purposes, the type of browser used by your terminal, its language and display settings or the country from which your terminal appears to be connected to the Internet.

5.4 How to configure your navigation software?

For the management of cookies and your choices, the configuration of each browser is different. It is described in the help menu of your browser, which will allow you to know how to modify your cookie preferences. Below you will find information about the main browsers.

Internet Explorer / Edge

In Internet Explorer, click the Tools button, then click Internet Options. On the General tab, under Browsing History, click Settings. Click the Show Files button.

Firefox

- Go to the Browser Tools tab then select the Options menu
- In the window that appears, choose Privacy and click Show Cookies

Safari

- Access Settings via the browser menu (Safari > Preferences)
- Click Privacy.

Google Chrome

- Access Settings via the button to the right of the URL bar or via the browser menu (Chrome > Preferences).
- Select Advanced Settings
- Click on Content Settings then on Cookies.

To obtain more information about cookies, you can [consult the CNIL website](#).

6. What are your rights?

You have rights over your personal data. In accordance with the regulations on the protection of personal data, in particular articles 15 to 22 of the GDPR, and after having proven your identity, you have the right to ask us for access to the personal data concerning you, the rectification or erasure thereof.

In addition, within the limits set by law, you also have the right to object to the processing, to limit it, to decide the postmortem fate of your data, to withdraw your consent at any time and the right to portability of personal data provided.

You can contact our Services to exercise your rights at the following email address: support@becandid.tech or to the following postal address: *BeCandid Tech, 400 avenue Roumanille, Green Side Business Village, B.P. 309, 06906 Sophia-Antipolis cedex* by attaching a copy of an identity document to your request.



If you have been invited by a BeCandid corporate client to use the Feature, the controller of your personal data is the company that invited you. We invite you to contact them for any request relating to the exercise of your rights over your personal data.

7. Can we change the Privacy Policy?

We reserve the right to modify the Privacy Policy at any time. It is therefore recommended that you consult it regularly. If we make changes, we will post those changes on this page and in other places we deem appropriate based on the purpose and significance of the changes made.

Your use of the Service after any changes means that you accept those changes. If you do not agree to certain material changes to this Privacy Policy, you should stop using the Service.

8. The National Commission for Information Technology and Liberties (“CNIL”)

We remind you that you can contact the CNIL directly on the [CNIL website](#) or by mail to the following address: Commission Nationale de l’Informatique et des Libertés (CNIL), 3 Place de Fontenoy - TSA 80715, 75334 PARIS CEDEX 07.