

Corporate User Agreement

1. Introduction

1.1. General

Johnsenskillz AG ("Johnsenskillz" or "we") is the owner of the website <https://www.sheskillzglobal.com/> and any subdomains of it ("website" or "SHESKILLZGLOBAL"). We stand for equality and our vision is a world where talent has no gender. Thus, we created SHESKILLZGLOBAL where we provide different Services and tools for talents ("Candidates") that may help women accelerate their careers and may help promote their skills, competences and experiences. Our goal is to connect female talents with potential employers.

This Corporate User Agreement ("Agreement") governs the rights, limits and obligations for all potential employers that are active on SHESKILLZGLOBAL ("Corporate Users").

The use of our Services (as defined below) with SHESKILLZGLOBAL is also subject to the privacy policy which covers how we collect, use, share and store your personal data. When using our Services you agree to all of the terms of our privacy policy in its latest version, as available under the following link: [Privacy Policy](#), which form integrated part of this Agreement.

1.2. Contract

You agree that by creating a Corporate Profile on SHESKILLZGLOBAL or similar, registering, accessing or using our Services as described below as a Corporate User or on behalf of a Corporate User, you are agreeing to enter into a legally binding contract with Johnsenskillz.

Each Corporate User appoints at least one natural person that is allowed to act on behalf of the Corporate User. The natural person (e.g. owner, employee) acting on behalf of the Corporate User is a Profile Administrator (the Corporate User and the Profile Administrator together are referenced as "you").

If you do not agree to this Agreement or any of its terms, you must neither click "register" (or similar), neither access or otherwise use any of our Services. If you wish to terminate this contract at any time you can do so by closing/deleting your profile and no longer accessing or using our Services.

1.3. Services

This Agreement applies to SHESKILLZGLOBAL and any subdomains thereof, match-making tools, communications, tools, and other services that are offered on SHESKILLZGLOBAL ("Services").

1.4. Contact details

If you have any questions or comments regarding this Agreement, please do not hesitate to contact us. You can reach us as follows:

Johnsenskillz AG
c/o B&P tax and legal AG
Bahnhofstrasse 23
6300 Zug

info@sheskillzglobal.com

We will do our best to assist you in your inquiries.

2. Obligations

2.1. Service Eligibility

Our Services are not for use for anyone under the age of 18.

To use our Services, you represent and confirm that:

- (1) the Profile Administrator registering the Corporate User is of the age 18 years or older;
- (2) your profile on SHESKILLZGLOBAL must be in the official name of the Corporate User. If you are a registered company, the name used must correspond to the one in the commercial register of the country of domicile;
- (3) the Profile Administrator registering the Corporate User must disclose their first name, last name and their function at the Corporate User as well as contact information (e.g. phone number, email address);
- (4) the Profile Administrator registering and acting on behalf of the Corporate User must be authorized by the leading body of the Corporate User to act on its behalf; and
- (5) you are not already restricted by Johnsenskillz from using the Services.

Please note that creating an account with false information is a violation of our terms as set out in this Agreement, which includes the registration, maintenance or use of a profile on behalf of others.

2.2. Your profile in general

Having registered an account on SHESKILLZGLOBAL as a Corporate User, you represent and confirm to:

- (1) use a strong password and to keep the password confidential;
- (2) comply to all applicable laws including without limitation, privacy laws, intellectual property laws, tax laws and regulatory requirements;
- (3) use the Services in a manner and with a behaviour suitable and expectable when using a platform like SHESKILLZGLOBAL;
- (4) have full responsibility over your profile. You only upload and post on your profile what you explicitly choose to be public, and you know that Johnsenskillz has no control on how your data is processed by other Users.
- (5) only share content from others if you have their consent;
- (6) assure receipt notices and messages from us about the Services to the contact details you provided;
- (7) to keep the information on your profile up to date; and
- (8) immediately upon detection report any misuse and hijack of your profile.

As a Corporate User you represent and confirm that you will not:

- (1) create a false identity on SHESKILLZGLOBAL, misrepresent your identity, create a User (Corporate User or Candidate) profile for anyone other than yourself, or use or attempt to use any other than your own proper profile;
- (2) disclose information that you do not have the consent or legal permission to disclose (such as confidential information of others (including information about your employees));
- (3) override any security feature or bypass or circumvent any access controls or use limits of the Services;
- (4) develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services;
- (5) use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
- (6) reverse engineer, disassemble, decompile, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
- (7) engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;
- (8) overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services);

You are exclusively responsible for your profile and anything that happens in connection with your profile unless you close the profile or immediately report the misuse of it. JohnsenSkillz refuses all liability for damages caused by the misuse of a profile.

2.3. Recruitment Activity / Process

2.3.1. Recruiting Activity and advertisements

JohnsenSkillz provides SHESKILLZGLOBAL where you can share job postings and recruit candidates and you can further benefit from our tools and Services on SHESKILLZGLOBAL.

As a Corporate User you represent and confirm that you:

- (1) comply with all the laws and regulations that apply for the individual recruitment (see 2.3.2. hereafter);
- (2) only promote yourself on SHESKILLZGLOBAL, but that may share content from other Corporate Users or Candidates;
- (3) acknowledge and accept that the Profile Administrator's identity and actions are visible to Candidates, Visitors and other Corporate Users;
- (4) are responsible for your information and content (e.g. information about job openings and recruitment process) shared on SHESKILLZGLOBAL.

2.3.2. Applicable laws for the recruiting process

You must comply with the laws and regulations of the country of domicile as well as the country where the recruitment of the Candidate takes place, or the country where the Candidate will be placed and/or where the Candidate will operate/fulfill his/her job obligations.

For Corporate Users with domicile in Switzerland you must follow all the regulations and laws of Switzerland. In particular, you must consider and comply with the following non exhaustive list of laws and regulations:

- Federal law on the Placement of Workers and the Hiring of Personnel [Bundesgesetz über die Arbeitsvermittlung und den Personalverleih, SR. 823.11, Arbeitsvermittlungsgesetz, AVG];
- Ordinance on the Placement of Workers and the Hiring of Personnel [Verordnung über die Arbeitsvermittlung und den Personalverleih, SR. 823.111, Arbeitsvermittlungsverordnung, AVV];
- Ordinance on Fees, Commissions and Deposits in the Field of the Law on Employment Agencies [Verordnung über Gebühren, Provisionen und Kautionen im Bereich des Arbeitsvermittlungsgesetzes, SR 823.113, Gebührenverordnung AVG, GebV-AVG];
- Federal Act on the Amendment of the Swiss Civil Code (Part Five: The Code of Obligations) [Bundesgesetz betreffend die Ergänzung des Schweizerischen Zivilgesetzbuches, SR 220, Fünfter Teil: Obligationenrecht, OR];
- Federal Law on Labor in Industry, Trade and Commerce [Bundesgesetz über die Arbeit in Industrie, Gewerbe und Handel, SR 822.11 Arbeitsgesetz, ArG];
- Ordinance 1 to the Labor Act [Verordnung 1 zum Arbeitsgesetz, SR 822.111, ArGV 1];
- Ordinance 2 to the Labor Act [Verordnung 2 zum Arbeitsgesetz, SR 822.112 ArGV 2].

2.4. Subscription /Paid Services

2.4.1. Subscription

When registering as a Corporate User you will have a selection of subscription plans from which you may select the subscription plan that suits your needs best. The minimal subscription period for the Services is 30 days. The subscription period may be extended and modified at any time under "Subscription" in your profile..

In order to subscribe to the Services you must fill out the customer contact details, the options and services you want in your subscription and billing information required on SHESKILLZGLOBAL.

The subscription starts on the day of the subscription and ends on the day the subscription ends.

2.4.2. Promotional Offers

We may from time to time offer special promotional offers, plans or special subscriptions ("Offers"). Offer eligibility is determined by Johnsen Skillz at its sole discretion and we reserve the right to revoke an Offer.

2.4.3. Billing and Cancellation

The subscription fee for our Services will be charged to your payment method on the date you purchase the subscription. The subscriptions are purchased against immediate payment upon purchase. You have the option to "Buy now", if you want to pay by card. By selecting "send invoice" an invoice will be sent to your e-mail address. Upon payment you will have access to the service. You can update your payment method by going to your "Profile" page, select "Change Billing Information".

To use our Services you must provide one or more payment methods. You authorize us to charge any payment method associated to your profile in case your primary payment method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your subscription, we may suspend your access to the Services until we have successfully charged a valid payment method. For some payment methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your payment method. Local tax charges may vary depending on the payment method used. Check with your Payment Method service provider for details.

You can cancel your subscription at any time, and you will continue to have access to the Services through the end of your billing period. Payments are non-refundable and we do not provide refunds or credits for any partial subscription periods or unused subscriptions. To cancel, go to the "profile" page and follow the instructions for cancellation. If you cancel your subscription, your profile will automatically close at the end of your current billing period.

2.4.4. Changes to the Price and Subscription Plans

We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you.

2.5. Paid Services

You may purchase (additional) paid Services on SHESKILLZGLOBAL against immediate payment upon purchase. In the description of the paid Services, we disclose what features these paid Services contain, and for which duration you can benefit to use them. Any refund is excluded.

2.6. Sharing

Our Services allow messaging and sharing of information, such as but not limited to job postings, messages and events. Information and content that you share or post may be seen by other Candidates, Companies and Visitors.

Where we have made settings available, we will honor the choices you make about who can see content or information (e.g., message content to your addressees, restricting your profile visibility, documents you upload).

We do not assume any obligation to publish (or keep published) any of your information or content on our Services and may, in our sole reasonable discretion, remove it with or without notice.

3. Rights and Limits

3.1. License to JohnsenSkillz

You own the content and information that you submit, upload or post to your profile and to the Services in general. You are granting JohnsenSkillz the following non-exclusive license:

- (1) We are entitled to use, process and disclose your feedback about SHESKILLZGLOBAL;
- (2) We may use, process and disclose any of your data for the purpose of promoting SHESKILLZGLOBAL and the Services, provided however that we have obtained your written (e-mail sufficient) consent in advance;
- (3) We are entitled to process your data and content that you added to SHESKILLZGLOBAL if other users re-share or otherwise re-use your content within the scope of our Services.

You can end this licence for specific content by deleting such content from your profile and SHESKILLZGLOBAL in general. You can also do that by closing/deleting your profile, except to the extent that you may have shared the information and/or content with others as part of the Services and they copied, re-shared it or stored it. Furthermore, the cancellation of the content and information may take reasonable time to remove it from backup and other systems.

While we may edit and make format changes to your content (such as translating or transcribing it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression.

Because you own your content and information and we only have non-exclusive rights to it, you may choose to make the content and information available to others.

JohnsenSkillz accesses, stores and processes and uses any personal data as noted in its Privacy Policy.

3.2. The Recruitment Process

With SHESKILLZGLOBAL, JohnsenSkillz solely provides the platform for Corporate Users where they can connect with Candidates. JohnsenSkillz is not responsible for any communication, documentation or any other form of contact in the connection with the recruitment process with Candidates. The recruitment process or anything in connection with the recruitment is to the Corporate User's and Candidate's sole responsibility. JohnsenSkillz is not involved in the recruitment process and bears no responsibility or liability.

3.3. Hints and advice on SHESKILLZGLOBAL

The goal of JohnsenSkillz is to provide an environment on SHESKILLZGLOBAL where the Users can boost their competences. Consequently, you will find tips and advice throughout the website. You will find hints and advice for you as a Corporate User. There may also be hints and advice directed primarily to Candidates. It is up to you to decide and in your sole responsibility if you wish to follow an advice or hint that you receive on the platform. If an advice or tip given should turn out negatively or bring disadvantageous results (e.g. termination of employment contract, not obtaining an authorization, etc.), JohnsenSkillz assumes no responsibility or liability.

3.4. Service Availability

We may at any time partially or fully, temporarily or permanently discontinue, change or suspend any of our Services or any features thereof. We reserve the right to modify our prices for Services upon reasonable notice to the extent allowed under applicable law.

3.5. Automated processing

We use the information and data provided by you to make recommendations for connections, content and features that may be useful to Candidates. We use the Candidates' data and information to recommend jobs to you and to recommend your profile to potential employers within the scope of the Privacy Policy. Keeping your profile accurate and up to date helps us to make these recommendations more accurate and relevant.

In order to provide you with recommendations, we may use automated processing technology. However, our automated processing tools are limited to recommend Candidates that match with your interests according to the information you provided in your profile and your activity on SHESKILLZGLOBAL, but they do not evaluate if a certain Candidate is actually suitable for you. Our automated processing tools therefore do not allow for "profiling" as defined in the data protection laws applicable to JohnsenSkillz.

3.6. Limits

JohnsenSkillz reserves the right to limit your use of the website, the Services or features thereof and your ability to contact other users and companies on SHESKILLZGLOBAL. JohnsenSkillz reserves the right to restrict, suspend, or terminate your profile if you are in breach with any provision of this Agreement or the law, or if you misuse the Services.

3.7. Intellectual Property Right

JohnsenSkillz reserves all of its intellectual property rights in the website and the Services provided. Trademarks and logos used in connection with the Services are the trademarks of their respective owners. SHESKILLZGLOBAL and the correspondend logo as displayed on the website are registered trademarks of JohnsenSkillz.

Any development of SHESKILLZGLOBAL and/or the Services are exclusive work results of JohnsenSkillz, even if you may have provided material input or idea for development, or otherwise participated in such development. All intellectual property and other rights related to such developments are in the exclusive ownership of JohnsenSkillz.

3.8. External links

The site links to other external internet sites owned and operated by third parties ("External Sites"), for example employer websites, applicant tracking systems, and promotional websites. Links to external sites may be found in user content available through our platform SHESKILLZGLOBAL (this being, but not limited to, articles, tips, interviews, resumes or job ads). When clicking on these links, its the userssole responsibility. JohnsenSkillz is not responsible or liable for any External Site, including availability or content. If the user chooses to use the third-party link and its services or products, the user is contracting directly with the third-party service. JohnsenSkillz has the right to remove links to External Sites at any time.

Any concerns regarding an External Site should be directed to the responsible third party. JohnsenSkillz has no control over External Sites.

4. Disclaimer and Limit of Liability

4.1. Exclusion of Liability

Johnsenskillz, to the extent permitted by applicable law, excluded all liability for damages caused to the Corporate User (safe when Johnsenskillz caused any damage acting in gross negligence or wilful misconduct. In particular, the user notes and accepts that Johnsenskillz cannot guarantee that the website will work optimally and thus the Services may be unavailable for a longer or shorter period of time or there may be a loss of your data.

Regardless of the exclusion of liability, Johnsenskillz in any case is not liable to the Corporate User in connection with this contract for any amount that exceeds (a) the total fees paid or payable by the User to Johnsenskillz for the services during the term of this contract, if any, or (b) EUR 5'000.00.

4.2. No warranty

Johnsenskillz makes no representation or warranty about the website and the Services provided, including any representation that the Services will be uninterpreted or error-free, and provide the Services on "as is" and "as available" basis only.

To the fullest extent permitted under applicable law, Johnsenskillz disclaims any implied or statutory warranty, including any implied warranty of title, accuracy of data, non-infringement, merchantability for a particular purpose.

5. Changes and Termination

5.1. Changes

SHESKILLZGLOBAL may modify the terms and conditions of this Agreement at any time. If we make changes to the Agreement, we will will inform you through the contact information you have provided, to give you the possibility to review the changes before they become effective. We agree and represent that changes cannot be retroactive.

If you object to any changes, you may close your account. If you continue to use our Services after we publish or send a notice about our changes to these terms we understand that you are consenting to the updated terms as of their effective date.

5.2. Termination

Both you and Johnsenskillz may terminate this Contract at any time with notice to the other (see contact details in clause 1.4. hereabove). On termination, you lose the right to access or use the Services as a Candidate. The following shall survive termination:

- (1) Our right to use and disclose your feedback;
- (2) Information and content shared by you through the Services can still be re-shared by other users of SHESKILLZGLOBAL;
- (3) Johnsenskillz keeps its right to use and share any information you shared, including but not limited to inputs or tools for the toolbox.

6. Miscellaneous

6.1. Governing law and place of jurisdiction

This Agreement shall be governed by and construed in accordance with Swiss law, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 and conflicts of law rules. The Parties to this Agreement irrevocably agree that, unless statutory law provides otherwise, the competent courts at the registered office of JohnsenSkillz in Switzerland are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any proceedings may exclusively be brought in those courts. Alternatively, JohnsenSkillz also has the right to conduct legal proceedings against the User before the competent courts at the User's domicile.

6.2. Severability

Should individual provisions of this Agreement in whole or in part be or become unenforceable or if a loophole becomes apparent, the Agreement shall in terms of the remaining content remain unaffected. The ineffective, unenforceable or missing provision shall be replaced by one such provision which in legal terms comes closest to the commercial purpose of this Agreement.

Version as of: 24 February 2023