

## GENERAL TERMS & CONDITIONS OF USE

### Article 1: Purpose

The purpose of this document is to define the terms and conditions under which Medicis Jobboard (website produced by Medicis Consult, SARL with capital of €40,000, registered with the Paris Chamber of Commerce, registration number: 511 931 941 00047 RCS PARIS, registered office 54, rue Lhomond - 75005 PARIS) hosts a platform designed to bring together European health professional applicants and recruiters.

The director of the publication is Mr Jérôme AUDRAN.

The site is hosted by the company OVH, SAS, capital €10,000,000, registered with the Chamber of Commerce of Roubaix – Tourcoing 424 761 419 00045, registered office 2 rue Kellermann - 59100 Roubaix - France.

Medicis Jobboard operates 24 hours a day, seven days a week.

Access to Medicis Jobboard is free of charge for all health professionals (applicants) looking for recruiters. Recruiters are required to pay to obtain the contact details of applicant health professionals and to publish job ads.

### Article 2: Acceptance of the general terms and conditions of use of the platform

In accessing the platform, health professionals and recruiters accept the present terms and conditions of use. By clicking "OK" to register on the platform (step 1), users automatically signal their acceptance of the terms and conditions.

### Article 3: Intellectual property

Data obtained on Medicis Jobboard may not be reproduced, published, circulated, distributed, duplicated, resold, whether partially or in full, without the consent of this website's publication director.

Users recognise that, in obtaining the information provided by the platform, they acquire only a right to private use, with the exclusion of any patrimonial and extra-patrimonial rights. Users may be liable to legal proceedings in the event of any infringement.

### Article 4: Confidentiality

Every platform user shall choose a username and password. This information is non-transferable and confidential.

Users undertake to use it exclusively in a personal capacity. Medicis Jobboard may not be held liable in the event of deliberate or accidental disclosure of this secure information by users, who are, moreover, responsible for protecting it and keeping it secret.

Medicis Jobboard undertakes never to pass on the logon details to any person other than the user, at the latter's request sent by e-mail to the address specified during registration. If the user loses or wishes to change their access data, the platform provides a procedure for updating the username and password.

## Article 5: Publication of personal data on the platform

For the purposes of establishing contact, recruiters and health professionals agree that the following may be published on Medicis Jobboard:

- their curriculum vitae,
- their company profile,
- copies of qualifications,
- the information contained in the presentation form (step 2 of registration).

Users undertake that all the information that they provide on Medicis Jobboard is genuine and true, and to update this information as necessary.

## Article 6: Non-discrimination

Users undertake to comply with the law and regulations regarding written information, advertisements, profiles, recruitment procedures, and in particular those relating to non-discrimination.

In particular, users undertake to comply with:

- articles 225-1 and 225-2 of the criminal code;
- Act No. 2004-1486 of 30 December 2004, setting up the Antidiscrimination and Equality Authority.

## Article 7: Liability of the Medicis Jobboard website

Medicis Jobboard does not check the veracity of the information provided by users, whether health professionals or recruiters.

The Medicis Jobboard recruitment platform is solely a job and applicant search support service. The obligation of Medicis Jobboard is limited to means, not to results. Users agree that they will accept the hazards of a job advertisement, application, unsuccessful job proposal, without any liability being incurred by Medicis Jobboard.

Any user who becomes aware of information that infringes the law or regulations undertakes to alert the website, which will take all possible measures to have them modified by the user responsible or else to withdraw them from the platform.

Medicis Jobboard reserves the right to delete from its database any document or user that undermines the rights of third parties, or fails to comply with these terms and conditions of use.

Medicis Jobboard may be a victim of users who make false claim to titles or qualifications, or of confidence tricksters or fraudsters. It may not be held liable for these events, which are beyond its control.

Medicis Jobboard undertakes to employ all available measures to ensure that the website operates smoothly, but may not be held liable for service interruptions that are beyond its control (supplier access cut-off, power cut or maintenance failure...).

Likewise, Medicis Jobboard may not be held liable for acts of computer piracy on its host server.

## Article 8: Exclusion of the right of Retraction

In accordance with the legal provisions under which the right of retraction does not apply to services whose provision has already begun, with the user's agreement, before the end of a period of 7 full days, Medicis Jobboard will not reimburse any of the sums already paid.

## **Article 9: Languages of the General Terms & Conditions of use**

Only the French version of these General Terms and Conditions of Use will apply to your relations with Medicis Jobboard. No translation of the French version of these General Terms and Conditions of Use may take precedence in the event of a contradiction between the translations, and the stipulations of the French language version will have legal force. The translations of these General Terms and Conditions of Use are provided for information purposes only.

## **Article 10: Amendment to the general terms and conditions of use**

Medicis Jobboard retains the right to amend the general terms and conditions of use at any time and without notice. Users are therefore encouraged to reread them at regular intervals.

In the event of an amendment to the general terms and conditions of use, Medicis Jobboard undertakes to publish a warning of the existence of these changes on the site homepage and on each user's personal account page, 1 week before the new general terms and conditions of use are posted online.

## **Article 11: Applicable law**

These general terms and conditions of use are subject to French law, regardless of where Medicis Jobboard is used or accessed. In the event of a dispute, the Paris Courts (75, France) have sole jurisdiction.