

## General Terms and Conditions (hereinafter "GTC"):

#### **Legal Information:**

Lionstep AG, with legal address in Zurich, Switzerland, Lavaterstrasse 61, 8002, registered in the Commercial Register of the Canton of Zurich (Handelsregisteramt des Kantons Zürich) with registration number CHE-483.173.120 (hereinafter Lionstep) is the holder and owner of the websites listed in the domain www.lionstep.com. Lionstep also acts as placement agency in Switzerland, under the provisions of the Law on Placement Agencies of October 6, 1989 (Arbeitsvermittlungsgesetz vom 6. Oktober 1989).

Lionstep reserves the right to modify without notice, the design, presentation, and / or configuration of these websites as well as some or all services, and add new services. Lionstep understands that a candidate and/or student and/or professional, hereinafter "Individual" refers to any individuals seeking employment or services related to work, vocational guidance, or training and that are using Lionstep services and accessing Lionstep websites.

Lionstep understands that a company and/or a training center, hereinafter Organization, are those institutions using Lionstep services and accessing Lionstep websites.

## **Objective**

The present GTC regulate the access and use - by the Individual and the organizations- of the services in the website. Lionstep's main purpose is to provide a platform that allows Organizations and Individuals to meet and connect in an online environment with the purpose of generating new job opportunities and to contact, increase, and improve professional relationships.

In this sense, Lionstep has the objective of helping the Individual to access jobs, and organizations to access resumes of Individuals who are registered in Lionstep. Lionstep allows registered organizations to access the database of Individuals registered in Lionstep and have applied to a position of the company, job publication, management selection of Individuals, editing and management of resumes by the individual through their personal menu, and other employment-related services. Lionstep does not provide data on the candidates without prior agreement and explicit consent by the individual under any circumstance, since only candidates that apply to a position are visible for a company. Only when an Individual submits an application for a job their information is shared to the Organization with which the Individual has submitted an application, according to these GTC.



Similarly, Lionstep allows the connection with other professionals and companies with the purpose of getting to know each other, exchanging ideas and projects, and seek employment and agreement opportunities as well as the creation of spaces for dialogue debate.

Lionstep is in continuous evolution and development of new tools to add value to Lionstep registered users

The use of the Website by the Individual implies the full acceptance of the provisions included in the GTC in the version published by Lionstep at the time of access to the website.

Lionstep recommends users to periodically read these GTC.

The use of certain services offered to individuals through the website can be subject to specific conditions that, depending on the case, substitute, complete, and / or modify these GTC. Thus, prior to the use of these services, the Individual should also carefully read and accept the corresponding specific conditions.

Lionstep may remove from its website illegal or suspected illegal content without notice.

The Individual understands that it is not technically possible to achieve 100% availability of the website. However, Lionstep will endeavor to keep the site available as constantly as possible. Brief or momentary anomalies or suspension of Lionstep services may occur, especially for maintenance, security or capacity, as well as due to events over which Lionstep cannot influence (i.e. anomalies of public communication networks, power cuts electricity, etc.).

#### **Lionstep Services**

Below is a list of the services Lionstep provides to Individuals:

- Individual registration for free on the Lionstep website through the Individual registration process in order to meet organizations.
- Selection of the information contained in the resume and profile.
- Services and tools for managing job search through the Lionstep platform.
- Custom Home page with ranking jobs.
- The possibility of being contacted by the organizations to which an application is submitted, according to the provisions of the GTC.



- Free automated receipt of offers by email.
- Electronic interview portal that allows interviews (live or previously recorded) between the Individual and the organization.
- Other services Lionstep can create and considers of interest to candidates and/or professionals and/or students, such as professional advice, training, professional contacts network, dialogues spaces, access to news, among others.

Below is a list of the services Lionstep provides to organizations:

- Publish job vacancies in the platform of Lionstep.
- Receive a ranking of candiadtes that have applied to a position of the company.
- Manage the application process using the notes, emails, and videos offered by Liosntep.
- Electronic communication service with the candidates that have applied.
- Invite candidates to apply through a pre-recorded video interview.
- Receive a limited set of profiles of candidates that are publicly available in the internet, to identify candidates with suitable profiles for the organization.

## **Obligations of the Individual**

The Individual agrees to make diligent use of the Website and services accessible therefrom, in full compliance with the law, morality and GTC and, where appropriate, individual conditions and to maintain due respect to other Individuals.

The Individual must select the identifier (ID or login) and password and he/she pledges to keep it and use it with due diligence.

The use of the password is personal and not transferable, not being allowed its assignment, not even temporarily, to third parties. In this regard, the Individual shall take the measures necessary for the custody of the password selected by him, avoiding its use by third parties. Accordingly, the Individual is solely responsible for the use of his/her password and Lionstep is completely free of indemnity for such uses. In the event that the Individual knows or suspects the use of his/her password by third parties, he/she must bring this to the attention of Lionstep immediately. This notification shall be made in the manner expressly indicated in the service.

All the information provided by the Individual through our services must be truthful. For this purpose, the Individual guarantees the authenticity of all data communicated as a result of completing the necessary forms for the subscription of the Services. Also, the Individual guarantees that he/she is older than 16 years of age.

Individual agrees to respect the applicable laws and rights of others to use the content and services on the website. Also prohibited is the reproduction, distribution, transmission, adaptation or modification, by any means and in any form, of the contents of the website (texts, designs, graphics,



information, databases, sound files and / or images, logos, etc.) and other elements of this website, without prior authorization from the legitimate owners or when permitted by law.

The Individual is solely responsible for the relations he/she establishes with other Lionstep members. Lionstep reserves the right to limit the number of contacts established by the candidate with other members and, in certain circumstances, to prohibit communications with other users via the services Lionstep offers or otherwise limit the use of services in any other way.

Lionstep also reserves the right to track conversations and disputes that may arise between the candidate and other users, and if it deems necessary, it also reserves the right to restrict, suspend, or terminate the account of the candidate, in its sole discretion, for the proper performance of these GTC.

For example, but not limited to, the following is prohibited: use libelous or slanderous content, regardless of whether or not the content affects other Individuals, persons, or Organizations; use of pornographic content or content that violates child protection laws, or to advertise, offer, or distribute pornographic products or content that violate child protection laws; disturb other Individuals (especially through spam); use legally-protected content (i.e. by the legislation on intellectual property, brands, patents, utility models, or aesthetic models) without being entitled to it; or to advertise, offer, or distribute legally protected goods or services, as well as perform or promote actions contrary to free competition, including actions aimed at attracting multi-level marketing customers, such as chain system, snow ball, or pyramid schemes.

The Individual is forbidden from performing the following actions:

- Use mechanisms, software, or scripts in relation to the use of the Website.
- Block, overwrite, modify, or copy, unless this is necessary for the proper use of the services of website. For example, copying with technologies such as "Robot / Crawler" is not necessary for the correct use of the services of the website, and therefore, it is expressly prohibited.
- Disseminate, reproduce, or publicly communicate Lionstep website content from Individuals or third parties without prior authorization of the right holder.
- Any action fit to impair the functionality of Lionstep's infrastructure especially actions that causes it to overload.
- To use any of the materials and information contained in this Website for purposes that are considered illegal and expressly prohibited in these GTC, as well as specific conditions that, where appropriate, are enabled and that result contrary to the rights and interests of Lionstep, its members and / or third parties, and the Individual breaking these rules must respond against them in case of contravention or breach of obligations and / or that in any way (including the introduction or spread of "computer virus"), damage, disable, overburden, impair or impede the normal use of materials and information contained on the Website, information systems, or documents, files and all kinds of content stored on any Lionstep
- computer (hacking), its members or any registered user, Individual, or organization.
- Use or attempt to use another person's account or create a false identity in Lionstep.



- Disclose or provide information protected by law due to contractual or Fiduciary (like having insider information or proprietary information belonging to another individual and that is confidential under an employment relationship or confidentiality contract).
- Use information, content or other data seen or obtained through Lionstep to provide services that, at the sole discretion of Lionstep, compete with Lionstep services.

The individual who intentionally or culpably breaches any of the preceding obligations is liable for all damages caused.

## **Content provided by the Individual**

Lionstep does not allow the distribution, management or communication of content that deteriorate the quality of its services. It is prohibited the provision of content:

- That are allegedly illegal by National, Community or International legislation or that conduce allegedly illegal activities or contravene principles of good faith.
- Do not meet the quality standards established in Lionstep.
- Violate the fundamental rights of individuals, lack network courtesy, disturb or generate negative opinions of our registered Individuals or others, and in general any content deemed inappropriate by Lionstep.
- In general contravene the principles of legality, honesty, responsibility, protection of human dignity, protection of minors, protection public order, protection of privacy, consumer protection, intellectual rights, and industrial property.

Also, Lionstep reserves the power to withdraw, without prior notice, from its website any content deemed unsuitable to the characteristics and purposes of Lionstep.

Lionstep cannot control each item of published content, and therefore, it cannot take responsibility for them.

Regardless, Lionstep is periodically monitoring content that has been reviewed and published, to ensure the quality of Lionstep principles and the rules set forth herein.

Any Individual who adds any content that contravenes current legislation must know that he/she must take responsibility for the damages and consequences derived therefrom.

#### **Intellectual and Industrial Property**

This Website is governed by Swiss Law and is protected by national and international intellectual and industrial property regulations.

The texts, designs, images, audio, databases, logos, structure, brands, and other elements of this site are protected by intellectual and industrial property rights of Lionstep and/or third parties who have



duly authorized its inclusion on the Website either by sending the registration form or through transfer agreements of exploitation rights that they have stipulated with Lionstep.

Any reproduction, transmission, adaptation, translation, modification, communication to the public, or any other use of all or part of the content of this website, conducted in any form or by any means, electronic, mechanic or otherwise, are strictly prohibited unless prior written authorization has been given by Lionstep or other owners. Any violation of these rights may give place to extrajudicial or judicial civil or criminal proceedings as appropriate.

Lionstep does not grant any license, authorization, or the use of any kind on its intellectual and industrial property or any other property or right related to the portal, services or its contents.

The legitimacy of the intellectual or industrial property rights corresponding to the contents provided by Individuals is their sole responsibility and never Lionstep's responsibility.

#### **Privacy and Data Protection**

The data collected by Lionstep is treated with the utmost discretion and respect privacy; it is collected a processed in accordance with requirements of the Swiss Federal Act of 19 June 1992 on Data Protection (hereinafter "FADP").

Lionstep is aware that it is extremely important for Individuals to have their personal data responsibly managed. Therefore Lionstep meets all legal data protection standards that are applicable and establishes security mechanisms and procedures for managing this data.

If the individual decides to register in Lionstep, the necessary data will be requested for achieving the goals and purposes intended with the use of the Website. The data that must be filled is specified in the form itself, and the refusal to provide them will prevent the Individual from being able to register in the Lionstep portal.

In order to register the Individual, he/she agrees with these GTC.

Once the registration is processed, and in order to provide the services Lionstep offers, the Individual is required to fill out additional information (for example, if he/she wants to register for deals, he/she will need to have a registered resume; if he/she wants to connect with other individuals or organizations, his/her professional profile will be required; if he/she wants to establish a contact network, he/she can import he/she contacts, among others), which involves providing personal data necessary for the functions and purposes described. The treatment of Individuals' data is focused on the realization of services in the Lionstep portal, always within the established legal framework.

In addition, the Individual can include recognition and awards, affiliations, professional Lionstep groups to which he/she belongs, goals to establish a network of contacts, companies and people to follow, as well as other information and content.



The Individual is aware that his/her contacts can recommend and validate his/her skills. If the Individual provides additional information, he/she will get the most out of Lionstep's services since this section will help him/her express his/her professional profile, find other professionals, opportunities and information, as well as find personal selection technicians. It also allows us to offer ads and other content relevant inside and outside Lionstep. When an Individual invites a contact to be part of his/her network, this contact must register with Lionstep as well and do an explicit acceptance, agreeing to receive electronic communications from the contact and to relate with him through Lionstep.

All data is collected a processed in accordance with the requirements of the FADP.

## Purposes of collection and processing of personal data

The data supplied by Individuals through the registration in effect on www.lionstep.com is collected by Lionstep for the provision of Lionstep services to individuals.

# Mandatory or optional nature of the information provided by the Private and accuracy of the data

Fields marked as required on the registration form to be filled by the Individual are strictly necessary to meet each request, being the inclusion of data in the remaining fields voluntary.

The Individual guarantees that his/her personal data provided is accurate and that he/she knows to be

responsible for communicating any changes thereto. The Individual also ensures that all personal information provided is accurate and updated, so that it applies to his/her current situation. It is the Individual's obligation to maintain, at all times, his/her data updated, and he/she is the only person or Organization responsible for the inaccuracy or falsity of the information provided and the damages to Lionstep or third parties for the use of services offered.

## **Electronic and commercial communications:**

The acceptance of the conditions of use and privacy policy, linked to the use of any Lionstep services involves the express authorization for Lionstep to send electronic communications - described in the following paragraph - to the Individual's home, mobile phone, and email address. Said authorization includes sending commercial advertising and advertising related to the activities, products, and services Lionstep and portals related to its website, as well as third-party and their portals. Lionstep sends the following electronic communications:

- Job offers, training, news, information and tips related to employment and training search, as well as search services, public profile, or communications to the contacts or potential contacts that individuals have in Lionstep.
- Lionstep commercial communications and promotions as well as corporate agreements and products and services of interest to customers of Lionstep.



 Commercial communications of other companies with whom Lionstep has some sort of commercial relationship (advertising and prospecting) related, among others, to the fields of training and employment.

Lionstep establishes different mechanisms by which individuals who request can enable or deny service of electronic communications in a simple and free process in the main area. They may also be excluded from this service by following the instructions in foot body of emails.

Completing and sending Lionstep electronic forms at the time of discharge supposes the express consent to send to the Individual electronic communications related, among others, to the field of training and employment.

Sending these commercial communications will be performed, in any case, by Lionstep without giving access to advertisers or organizations benefiting from the advertisement sent by Lionstep to personal data of Individuals.

Lionstep receives process and stores this information and uses it to help the candidate to manage "Lionstep contacts" with what may be his main source of storage, organization and use of the contact information.

Lionstep also reserves the right to use this information to improve the candidate's experience with Lionstep, helping to increase his/her network by identifying existing contacts in Lionstep, providing a template to send invitations to contacts who are not registered in Lionstep, suggesting to the candidate

professionals and companies who he/she may know or that he/she is interested in but that are not yet their Lionstep contact list. To do this, Lionstep shall use the Individual's personal information such as name, photo, and job position, among others.

For example, the software tools that allow view of Lionstep and other social media public information about people he/she communicates by email as well as take advantage of Lionstep's system to help he/she get information and increase his/her network.

If these products (mobile applications or other Lionstep applications that synchronize with external email services) have access to the email accounts of the candidate, they shall access the information in the header of the email to coincide with profiles in Lionstep as well as public social media profiles. Lionstep products that synchronize with external email services also temporarily store their content in the cache memory for performance reasons; however, these message content temporarily stored in the cache are unreadable to Lionstep and their service providers.

Any information that uploads or synchronizes the candidate with Lionstep is included in the Conditions of Use and this Privacy Policy. The candidate can remove his/her information at any time using Lionstep's functions authorized for this end.



#### Individual's consent for the processing and transfer of personal data

By registering and clicking the button to send the data, the individual states that he has read and expressly accepted this privacy policy included within the Individual's GTC and gives his/her unequivocal and express consent to processing of personal data according to the informed purposes and services that Lionstep provides as well as the transfer of personal data to third parties for the provision of services. For these purposes, "Third Parties" refers to entities or Organizations using Lionstep services for search and selection of candidates.

Similarly, Individuals expressly authorize Lionstep to access his/her personal and work-related data regardless of their level of privacy, in order and effect to inform them of concrete and suitable offers with their professional profile.

Only those Organizations to which the Individual has submitted an application shall have access to the Individual's updated resume and his/her personal identification data. Other organizations and/or individuals will not have access to the work-related and personal data of the individual and he/she will appear in suggestions or search results.

The Individual's resume will be visible to all registered Lionstep Organizations. However, with normal privacy, the Individual can select which personal data to show the organizations when they look in the database of Individuals. They can only access personal identification data that has been selected to be shown by the Individual and, in any case, his/her resume. Also, the resume is also accessible to those organizations with which the Individual has submitted an application.

#### **Cookies policy**

Cookies are small text files generated by the webpages you visit, which contain session data that can be useful later in the webpage. These data allow the website to keep your information between pages, and also to analyze how to interact with the site.

Cookies are safe because they can only store the information that was put in place by the browser, which is information the user has entered the in the browser or included in the page request. Cookies cannot execute code and they cannot be used to access your computer.

Cookies are essential to the functioning of Internet, providing many advantages in the provision of interactive services, providing the navigation and usability of the web. Cookies cannot harm your computer and are activated to help identify and resolve errors.

Customer Service for organizations and Individuals info@lionstep.com

## Responsibility

The Individual guarantees that all personal information that he/she provides is accurate and updated so that it reflects the Individual's current situation. It is applicable, and it is the Individual's obligation



to maintain, at all times, updated data. The Individual is solely responsible for the inaccuracy or falsity of the information provided to Lionstep and the damage that it can thereby be caused to Lionstep or third parties for the use of services offered by Lionstep.

Therefore the candidate understand and accepts that when he/she sends ideas, suggestions, documents, or any other proposal or contribution to Lionstep through the means that we make available, he/she is acknowledging and agreeing that:

- Such content cannot be considered confidential information and is not owned by third parties.
- Lionstep does not have any obligation of confidentiality, express or implied, in connection with such content; Lionstep reserves the right to use or disclose (or not, depending on its needs) all contributed content for any purpose that the portal considers lawful, in any manner and in any medium; Lionstep can have considered or be in the process of developing content that is similar content to the Individual's contributions.
- He/she expressly and irrevocably cedes to Lionstep all his/her rights relating to contributions;
  that he/she expressly waivers the claim to any compensation or refund of any kind for his/her contribution or concept.

Any individual can contact our person responsible for data control and processing at Lionstep to info@lionstep.com

#### **Law and Jurisdiction**

The present legal conditions and other conditions for the website shall be governed by Swiss law.

For any questions that may arise or actions arising from the provision of services and content and the interpretation, application, fulfillment, or breach of the elements established herein, Lionstep and the Individual expressly resign their rights to any other jurisdiction that may apply and submit to the jurisdiction of the Courts of the Canton of Zurich, Switzerland.

## Legal conditions for Business and / or training centers

#### **Right to Information**

If the user decides to register in Lionstep, only data strictly necessary to achieve the aims and purposes to which the website was created will be requested.

In order to register the user, he/she must complete an electronic form consisting of two initial steps which involves providing personal data. The data collected on this form is adequate, relevant and not excessive in relation to the scope and purpose as well as to the specified, explicit, and legitimate services of Lionstep.



- In the first step, the user must complete login and accept Lionstep's rules of use, characteristics of service, and privacy policy.
- In the second step, the user must complete the data for his/her company (identification tax, business type and company description that candidates and / or Professionals and / or Students will be able to see for each offer you post). These data will proceed to be validated by Lionstep's staff. Once the company has been processed and validated, the user may engage the services Lionstep offers.

Purposes of collection and processing of personal data

The purposes of the collection and processing of personal data supplied by the user are:

## Management of offers and / or courses offered

Provision of services to Lionstep's customers includes the following:

- Inserting jobs in the employment exchange site at lionstep.com.
- Receipt of resumes registered in the offers made and ordered in a ranking based on the results of the algorithm used by Lionstep.
- Management of the selection process.
- Services related to the management of candidate selection and other services that Lionstep considers relevant for companies, such as professional networking contacts, news service, promotions, and third-party offers.
- Electronic communications service.
- Inserting training courses in the directory and its dissemination throughout Lionstep.
- Reception and management of applications from candidates for the courses offered.
- Services related to trainings that Lionstep considers relevant to Training centers: news, promotions, media, and advertising.
- Electronic communications service.
- On the website www.lionstep.com
- Service Alerts: Receive free automated resumes electronically.
- Management of online interviews (pre-recorded or live)

Lionstep offers the possibility of quickly receiving through free electronic communications (email) the resumes of individuals who have enrolled in the offers posted for the customer.

### Consent for the processing and transfer of personal data

By registering and clicking to send the data, the user declares to have read and expressly accepted this privacy policy and rules of use, and provides unequivocal and express consent to the processing of personal data according to the informed purposes and services provided by Lionstep. Lionstep does not transfer your personal data to third parties without prior consent.

To comply with the search and selection service of applicants and connection of organizations to Individuals, personal and work-related data of Individuals shall only be accessible by reference to the



level of privacy selected by the Individual (see Privacy Control Information in the Item of Privacy Policy for Individuals).

Right of access, rectification, opposition, cancellation, and revocation of consent granted and accuracy and updating of data

The user can exercise rights of access, rectification, cancellation, and opposition and unsubscribe from Lionstep services.

These rights can be exercised by the configuration of the webpage through the menu of the organizations or directly with the data controller. In case of problems with this as well as any other type of concerns or disputes regarding our privacy policy, please write directly to: info@lionstep.com

#### Responsibility

The user guarantees to Lionstep that all personal and business information provided is accurate and updated so that it reflects the current situation of the user and the company. It is applicable and

an obligation of the user to maintain, at all times, their data updated, being the user solely responsible for the inaccuracy or falsity of the information provided to Lionstep and the damages caused thereby to Lionstep or to third parties due the use of services offered by Lionstep.

#### Data controller and data processing

Lionstep can allow the creation of pages dedicated to a brand, business, and mission for companies, universities, nonprofit organizations and other organizations as well as recognized experts and influencers.

These pages are public, and the entity that created them can access any communication and information that is shared through them. Candidates who follow them will be among the followers who may be seen by others. Lionstep reserves the right to use such information on the followers and people who follow said page to provide data on performance of the page (for example, visits and updates).