

Terms of Use

www.wejobshare.ch

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Welcome to our website!

The website www.wejobshare.ch (hereinafter: the “Website”) is owned and operated by the company We Jobshare Sàrl, based in *1752 Villars-sur-Glâne, Switzerland*, and who can be reached by the email address info@wejobshare.ch] (hereinafter: the “Company”). The Website is available directly on Internet at www.wejobshare.ch and may also be available through other addresses or channels.

1. Description of the Website

The Website aims to put in touch registered employees or freelancers who are interested in job sharing (*i.e.* sharing with one or more other employees part of their employment time) (hereinafter: “Employees”), both one with each other and with registered Businesses (hereinafter: “Businesses”) (hereinafter together: “User(s)” or “you”). An Employee may solely be a natural person.

The Company gives the Employees the possibility to present themselves through a personal profile on the Website, alone or with other Employees, usually with the objective of applying for a job or finding a project partner (hereinafter: the “Personal profile”). The Company gives the Employees the technical possibility to use the functionalities they are offered on the Website and to publish personal information. The Employees may in particular identify through the Website Businesses that could be interested in job sharing, find job openings that correspond to their personal characteristics and connect with Businesses.

The Company gives the Businesses the possibility to create a personal page on the Website, on which it can present itself and offer job opportunities to the Employees (hereinafter: the “Business page”)]. All rights and obligations between the Company and the Businesses in relation to the Website shall be subject to a specific agreement between them (hereinafter: the “Business Agreement”), to which the Terms of Use and the Data Protection Policy shall apply if not otherwise specified.

The Company may offer additional services to the Users, in particular against payment (hereinafter: “Additional services”), in which case other terms of use (including for the payment) may apply to the Users (hereinafter: “Additional terms”). The Terms of Use and the Data Protection Policy shall remain applicable if not otherwise specified in the Additional terms.

2. Acceptance of the Terms of Use

The following Terms of Use set out the legal terms and conditions on which the Company allows you to access and use the Website (whether as a registered user, as a visitor or anonymous, in both cases as User). By accessing, browsing or otherwise using the Website, you acknowledge that you have read and understood these Terms of Use and agree to be bound by them and to comply with all applicable laws and regulations. You warrant that you have the legal capacity to enter into these Terms of Use. If you do not agree with these Terms of Use, you shall immediately refrain from accessing and/or using the Website.

The Company reserves the right to make any changes to these Terms of Use, at its sole discretion. Your continued use of the Website after any such changes, with or without having expressly accepted

the new Terms of Use, shall constitute your consent to such changes. If you do not agree to such changes, you have no right to obtain information or access to the Website and must immediately cease use of it. You are responsible for verifying regularly these Terms of Use in their current and in effect version from time to time, an up-to-date version of which may be retrieved at any time on the Website. Any registered User shall be notified by email of the modification of these Terms of Use.

3. Registration and Privacy

a. Registration for the Employees

The use of the Website as an Employee requires you to open an account and to establish a Personal profile, all information being subject to the Privacy Policy.

The Employee must ensure that the personal information given for the registration process is accurate, complete and respects in all aspects the Terms of Use. At the time of registration, the Employee must be at least of 18 years of age or of legal age in his country of residence if such legal age is older. The Employee must keep his or her information up to date.

The Employee may not have more than one Personal profile and may not transfer his Personal profile to a third party. If the Employee has been blocked from the Website by the Company or if his account has been terminated, for whatever the reason, the Employee may not register for a new Personal profile, unless the Company agrees to this in writing.

The email address chosen for the registration process shall be used by the Company to communicate with the Employee in any case the Company would consider useful in its sole discretion. Any email sent by the Company on this email address shall be deemed well received and notified.

b. Registration for the Businesses

The use of the Website by a Business shall be conditioned to the conclusion of a Business agreement.

If the Business has been blocked from the Website by the Company or if its account has been terminated, for whatever the reason, the Business may not register for a new Business page, unless the Company agrees to this in writing.

c. Privacy

By using the Website, you agree that the Company may collect, process and use personal data about you. Such information collected through this Website shall only be used in accordance with the Privacy Policy, the terms of which are hereby incorporated into these Terms of Use.

4. Use of the Website

The Company grants you a limited, non-exclusive, non-transferable, and revocable worldwide license to use the Website for your personal, non-commercial use, and to display the content of the Website on your computer screen or on other devices (such as smartphones or tablets), subject to your compliance with these Terms of Use and our policies. All other uses are prohibited without the Company's prior written consent.

You are entitled to use the Website only in conformity with the laws of Switzerland and any other law that applies to you. You may solely make a legal use of this Website and any illegal or inappropriate use of the Website is banned.

In particular, you agree not to do any of the following in connection with your use of the Website:

- a) use or attempt to use another's account, service or system without authorization from the Company, or create a false or misrepresenting identity;
- b) distribute or post spam, unsolicited or bulk electronic communications, chain letters or pyramid schemes;
- c) upload, post, transmit, distribute or otherwise make available any material that contains software viruses or any other computer code, files, Trojan horses or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or any other technologies that may harm the Website or the interests or property of the Users or of the Company;
- d) copy, modify, or distribute rights or content from the Website in any way;
- e) use any content or information of the Website to compete with the Company;
- f) commercialize any code or any information or software associated with the Website;
- g) upload, post, transmit, distribute, store or otherwise make publicly available on the Website any personal data of Users or of any third party without the person's prior express consent;
- h) use the Website in any way that, in the sole judgment of the Company, is objectionable, illegal, inappropriate or which restricts or inhibits any other person from using the Website, or may harm or make liable the Company or its Users, including any pornographic, threatening, abusive or discriminatory content;
- i) facilitate or assist another person to do any of the above acts.

5. General Obligations of the Users concerning their Personal Information

The Users must ensure that any personal information they give in relation to the use of the Website, in particular but not limited to any information given on the Personal Profile, is accurate and up-to-date.

The Users may not communicate their login information with any third party and/or give access to their Personal profile or Business page to any third party. The Users are solely responsible for any use of their login information, including by third parties. In case of such misuse or any doubt of such misuse, the User must inform immediately the Company. It is of the User's responsibility to un-log from the Website at the end of its use.

6. Intellectual Property Rights

"Intellectual Property Rights" means copyrights, patents, registered design, design rights, database rights, trademarks, trade secrets, know-how or any other proprietary or industrial right, registered or unregistered.

Intellectual Property Rights and all other proprietary rights in the content available on the Website are the exclusive property of the Company or its licensors. This includes rights to all software associated with the Website. Nothing in these Terms of Use constitutes a transfer of any Intellectual Property Rights.

7. User Content and Third Party Content

The term "User Content" used in these Terms of Use shall mean any file or information uploaded or entered to the Website by Users, including but not limited to pictures, logos and/or trademarks,

messages, sounds, or other materials or specifications. The term "Third Party Content" used in these Terms of Use shall mean any third party information, including but not limited to comments, guest articles and advertisement in any form, as well as links to websites owned by third parties and the content of such websites.

User Content shall be the sole responsibility of the User from whom such content originates. Any User Content must respect the rules surrounding the use of the Website and shall not violate any laws, third party rights or these Terms of Use.

By uploading User Content on the Platform, you hereby grant the Company a worldwide, royalty-free, perpetual, sub-licensable and transferable license to use, including modify sell, and otherwise exploit commercially the User Content in connection with the Website and/or the Company's (and our successors' and assigns') businesses.

You also hereby grant each User of the Website a non-exclusive, royalty-free, irrevocable license to access, advertise, research, use, edit and display, view and/or make legitimate inquiries to your User Content through the Website for personal use only, in accordance with these Terms and all applicable laws.

You shall defend the Company (including its officers, directors, employees and agents) against third party claims related to the User Content and hold the Company free from any damages, claims or indemnity and costs (including attorney's fees and juridical costs), whether direct or indirect, incurred by the Company in this context and be held solely liable for any such damages, claims or indemnity and costs.

The Company has the right, without any obligation, to delete and immediately remove from the Website any User Content or Third Party Content.

You can remove your User Content from the Website at any time. By unsubscribing or deleting your Account, the Company will consider that you wish to delete and remove your User Content from the Website. Please note however that all data that has been collected through the Website may be kept and remain recorded even after the termination of the User's account and/or the removal of User Content, at least temporarily, in particular (without limitation) in case of back-up systems, in conformity with the Privacy Policy. The Company also has no control and shall not be responsible for any User Content displayed on any other website, search engine or social network as a result of sharing or referencing.

8. Agreement between Users exclusively

The Website allows Users to enter into agreements based on their own decision. No obligation whatsoever to enter into an agreement with another User may be claimed based on the Website, in particular from the use of the Website or the existence of a Personal profile.

The Company exclusively makes the Website available to the Users and takes absolutely no contractual role in any relationship that would be built between Users, should it be in between Employees or between Employees and Businesses. The Company shall in particular not be held liable for any contractual infringement, legal infringement or any other potential sources of liability in the relationship between Users.

The Company only gives the possibility for the Users to be in contact and may not be considered as an intermediary of any kind. The Company in particular does not guaranty the accuracy of data, the

fitness of Employees for a job nor the availability of other Users and/or job opportunities published on the Website. The Company does not guaranty the conclusion of any contract or any other form of agreement between the Users.

9. Limitations of Liability

These Terms of Use set out the full extent of our obligations and liabilities with respect to the Website.

TO THE MAXIMUM EXTENT POSSIBLE BY LAW, THE COMPANY EXCLUDES ALL AND ANY WARRANTY, GUARANTY AND RESPONSIBILITY IN RELATION TO OR SUBSEQUENT TO THE WEBSITE. THE COMPANY SHALL IN PARTICULAR NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING LOSS OF INCOME OR DATA, SUFFERED BY THE USER OR ANY OTHER PERSON, BY ACT OF THE COMPANY OR OF A THIRD PARTY.

THE COMPANY DOES NOT GIVE ANY GUARANTY IN RELATION TO THE WEBSITE AS WELL AS ANY INFORMATION PUBLISHED OR AVAILABLE ON THE WEBSITE, SHOULD IT BE ITS AVAILABILITY, ACCURACY OR LAWFULNESS. THE COMPANY SHALL NOT VERIFY, UPDATE OR CORRECT SUCH INFORMATION. THE COMPANY DOES NOT WARRANT THAT THE WEBSITE WILL BE AVAILABLE AT ALL TIMES AND EXPRESSLY RESERVES THE POSSIBILITY TO DISCONTINUE THE WEBSITE WITHOUT NOTICE

IN ANY CASE, TO THE EXTENT PERMITTED BY LAW, THE COMPANY AND ITS AFFILIATES WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE USE OF THE WEBSITE FOR MORE THAN THE VALUE OF THE MONETARY PAYMENT PAID FOR THE LAST YEAR.

10. Assignment

The User may not transfer any of his rights or obligations under these Terms of Use without the Company's prior written consent.

The Company may transfer all of its rights and obligations under these terms of use without the User's prior written consent, including any personal data. To the extent such a consent would nonetheless be required by imperative law, the Company shall notify the User of the transfer of his rights or obligations by email or through his User account. The User shall be deemed to have accepted the announced transfer unless he expressly refuses it within two weeks as from the notification by email. In case of such a refusal from the User, the Company shall be entitled to terminate any agreement with the User that is subject to these Terms of Use without notice.

11. Termination

The Company may block, terminate or suspend your account or ability to use or access the Website, in whole or in part, without notice and at all time, at the sole discretion of the Company, as well as close the Website.

You may terminate your account at any time by providing the Company with notice of termination in accordance with the instructions available on the Website. Your access to, use of, or participation in the Website, including any content therein, may be prevented by the Company at any time after your termination of your account.

In case of Additional services that are subject to Additional terms, as well as for the applicable

Business agreement between the Company and a Business, specific termination modalities may apply, including but not limited to notice periods. Unless otherwise provided in the Additional terms and/or Business Agreement, the above termination principles will apply fully.

12. Entire Agreement and Severability

These Terms of Use, the Privacy Policy and the applicable policies, subject to any amendments or modifications made by the Company from time to time, shall constitute the entire agreement between you and the Company with respect to the Website, to the exception of:

- the Additional terms that would be agreed upon in writing for Additional services rendered by the Company;
- for Businesses, the terms of the Business Agreement.

In case of discrepancy between the Terms of Use and the Additional terms or the Business Agreement, the Additional terms or the Business Agreement (depending on which applies) shall prevail.

If any provision of these Terms is found to be invalid by a court or competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

13. Form Requirement

Unless specifically mentioned otherwise, the written form shall be required for any addition or modification to the Terms of Use, it being understood that the use of electronic messaging will be sufficient.

14. Governing Law and jurisdiction

The Terms of Use, as well as all matters arising out or in relation to them (including non-contractual disputes or claims and their interpretation) shall be governed by the laws of Switzerland, to the exclusion of the rules on conflicts of laws.

Any claim or dispute regarding these Terms of Use or in relation to them shall (including for non-contractual disputes or claims and their interpretation) be subject to the exclusive jurisdiction of the Courts of Fribourg, Switzerland.