



## TERMS AND CONDITIONS CONDITIONS OF THE USE OF THE MAW PLATFORM

**MAW Men at Work S.p.A. Agenzia per il Lavoro S.p.A** - Tel +39 030 2428345/6 - Fax +39 030 2450532 - maw.it

Aut.Min.Prot. 1131-SG del 29/11/04 – Registered Office Via Corfù, 50 - 25124 Brescia - Administrative Office Via Codignole, 52 - 25124 Brescia

Registered Capital € 600,000.00 fully paid up, Listing in Business Register of Brescia, Tax. Code and VAT No. 03472640170, REA 404649 – Subsidiary or controlled company of Maffi Srl

## INTRODUCTION

The following terms and conditions of use of the MAW platform (hereby “**Terms and Conditions**”) govern the relationship:

- between MAW MEN AT WORK – AGENZIA PER IL LAVORO S.P.A., with registered office in Via Corfù 50, Brescia (henceforth “**MAW**”), and the companies concerned with personnel search (henceforth , the “**Companies**”) and
- between MAW and individuals interested in job search (henceforth the “**Candidates**”),

in one or the other case when the Candidates and/or the Companies (henceforth collectively known as the “**Users**”) use, via the Web site [www.maw.it](http://www.maw.it) (the “**Site**”), the services MAW through this Site (henceforth , the “**Services**”), that consist of:

- (i) for the Companies, in services of administration of permanent and temporary employment, apprenticeship in staff leasing, outplacement, training, search and selection (also see section 3 that follows with respect to this last service) and in the provision of a restricted access area through which the company can make use of a series of features concerning the management of the selected service; specifically, a document area listing invoices and the single employment ledger, a section for signing contracts in AdES (Advanced Electronic Signature), a reporting area, a contract and a section for the insertion and/or validation of hours worked by administered staff.
- (ii) for the Candidates, in the opportunity to present themselves as candidates for job postings by MAW and the provision of a restricted access area with a document section containing payslips and Single Certification, a section for signing contracts in AdES (Advanced Electronic Signature) and an area in which to insert reports of hours worked.

It being understood that the specific content of the Services provided for the Users is also regulated by the single contracts agreed between MAW and the User through access to the restricted access area and the electronic signature of the User to indicate acceptance. The Terms and Conditions are from time to time amended by the individual contracts, including that regarding the payment of the services offered by MAW through the Site, where applicable regulating via specific dispositions the publication in terms of quality and quantity of job postings that MAW can publish.

The Terms and Conditions constitute a binding agreement between MAW and the Users and must be accepted by the Company or the Candidate, as relevant, when registering for the Services. Non-acceptance of the Terms and Conditions prevents the User from accessing the Services.

MAW reserves the right to modify the Terms and Conditions at any time, publishing an updated version in the specific section of the Site. The modification of the Terms and Conditions will take effect from the date of publication.

MAW reserves the right to interrupt access and/or use of the Services by Users who violate the Terms and Conditions.

## SECTION I - SITE REGISTRATION AND CREATION OF THE PROFILE

### 1) Use of Services by the Users

- 1.1) The use of Services is restricted to Users who are registered by the creation of a special user profile on the Site (the "**Profile**")

When registering on the Site, the User will be asked to create a Profile and to provide MAW with certain information, including: (i) for the Candidate, personal data, education and training, work experience, membership of protected categories, photos (the "**Candidate Information**") and (ii) for the Company, information about the company and the physical or legal person of the entrepreneur and description of the job offer that MAW can publish in its "Candidates" section – "View the job offers" of the Site (the "**Company Information**").

The User notes and accepts the he/she is the sole manager of the Profile.

If the Profile is cancelled by the User or by MAW, all the information in the Profile, including the CV, presentation letter, saved job offers and questionnaires will be removed from the Site (unless otherwise stipulated by the relevant authority or legal disposition). The information will however, remain available for the technical time required to permit the cancellation of information on the Site's server web. Third parties, expressly authorised by the Users, can have available copies of Candidate Information or Company Information. MAW will not be considered responsible for access by these third parties.

The Company declares and guarantees that it is acting for professional purposes, and as such, the conditions of the Legislative Decree No. 206 of 6 September 2005 "**Consumer Code**"), for consumer protection, do not apply to the contractual relationships with MAW.

- 1.2) The User agrees not to:
- i. use the Services for any illicit or illegal purpose or send Content or announcements that are defamatory, slanderous, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive or that express hatred, racism, discrimination, are of a threatening character or could provoke disdain, inconvenience, embarrassment, anxiety or annoyance to people,

- or include links to sexually explicit content of any type, upon the discretion of MAW;
- ii. modify, reproduce, transmit, make available to the public, publish, distribute, memorise or destroy content, in violation of the applicable regulation, include, as an example only, the laws and norms that govern the collection, analysis or the processing of personal data or in violation of the Privacy Policy (as defined below);
  - iii. undertake actions that impose an unreasonable or excessively onerous load on any infrastructure of the Site;
  - iv. use systems to navigate or effect searches within the Site that are different to the tools available on the same;
  - v. use automatic methods or devices for the extraction or acquisition of information (such as "data mining" and "robots");
  - vi. violate or attempt to violate the protection of the Site, including attempts to probe, reveal or test the vulnerability of a system or a network or violate the security or authentication measures;
  - vii. counterfeit the headers of the TCP/IP packet or any other part of the header information in e-mails or in publications for groups of people;
  - viii. effectuate "reverse engineering" or disassemble parts of the Site;
  - ix. group, copy or reproduce, publish, or spread in any way any of the Content or information on the Site, including that for postings;
  - x. execute connections to Content or information available as part of the Service, if not otherwise permitted by Terms and Conditions or expressly authorised by MAW in writing;
  - xi. access the Services creating an account containing false or misleading information, or access the Services with a third-party profile;
  - xii. request passwords or personal information from other Users;
  - xiii. eliminate or alter Content published by other physical or legal persons;
  - xiv. harass, incite the harassment or support the harassment of any group, company or individual;
  - xv. send unsolicited e-mails or post and, in general, make use of a Site different from that permitted by MAW;
  - xvi. attempt to interfere with the services of other Users, hosts or networks, including by way of example only, attempts to interfere via the sending of viruses to the Site, overloading, flooding, spamming, mailbombing or crashing.

- 1.3) The violation of the security system and the Site network can give rise to civil and/or penal action. MAW reserves the right to undertake any suitable investigations concerning potential violations, involving and cooperating with the competent authorities, in order to prosecute the Users responsible for these violations.
- 1.4) Each User is responsible for the privacy of his/her Profile and password. The User must not share, not even for a short time, his/her password or profile information with third parties and will be responsible for each entry and use of the Site. The User will immediately notify MAW of any non-authorized use of his/her Profile and password.

## SECTION II - CONDITIONS OF USE

### 2) Postings

In the "Candidates" - "Consult the job postings" check section of the Site MAW will publish the job postings based on the professional figures requested. These postings will be published in an anonymous form (without indicating the Company data) and are open to both sexes.

### 3) Personal data

- 3.1) The Users' personal data, collected at the time of registration on the Site, is stored, protected and processed for the purposes and by the means indicated below, pursuant to the applicable norms for the protection of personal data, as well as the principles of lawfulness, correctness and transparency established by the norm itself and in conformity with the MAW privacy policy, [ [http://www.maw.it/assets/pdf/privacy\\_en.pdf](http://www.maw.it/assets/pdf/privacy_en.pdf) ] (the "**Privacy Policy**"). The collection and the processing of the Users' personal data are executed for purposes connected with the Services and the creation and execution of contractual relationships and, in particular, for a) to provide access to the Site via the Profile; b) to allow MAW to evaluate, for selection purposes, the User's Profile.
- 3.2) The processing of data for the indicated purposes will be executed with IT and manual means, in conformity with the purposes for which the data is collected, in respect of the rules governing privacy and pursuant to the security measures of the relevant norm for the protection of personal data and the Privacy Policy.
- 3.3) The inclusion of personal data is required for the purposes of the execution of obligatory or regulatory contracts. Non-insertion of personal data may make it impossible for MAW to guarantee the User access to the Profile and/or the Services.

- 3.4) MAW will provide suitable physical, technical and managerial measures to protect personal data from the risks of loss, improper use, non-authorized access, diffusion, alteration or destruction.

#### 4) Use of Services and Content

- 4.1) The content made available via the Services, such as texts, graphics, images, videos, information, logos, icons, software, audio files and other types of content (collectively "**Content**"), are protected by the relevant intellectual and industrial property laws. The intellectual and industrial property rights with respect to Content, as well as its collection and organisation are exclusively owned by MAW or its licensees and/or assignees and are protected by the copyright laws and other applicable laws for intellectual and industrial ownership. The non-authorized use of the Content is a violation of the above-mentioned laws and as such is strictly prohibited.
- 4.2) MAW authorises the Users, under the regulations of the Terms and Conditions to access and use the Services and Content as well as reproduce the Content, for exclusively personal and not commercial purposes.
- 4.3) The codes created by MAW to generate or visualise the Content or the pages that make up the Services are protected by copyright law and/or other laws for intellectual and industrial ownership and cannot be copied, reproduced or modified, pursuant to the applicable law.
- 4.4) The users declare and guarantee that they will not modify, reproduce, display, publicly represent, distribute or use the Content in any way for public or commercial purposes, in connection with products and/or services, in any way that may create confusion amongst consumers, in any way that may denigrate or discredit MAW or its licensees and/or assignees, or in any other way that would harm the intellectual and industrial property rights of MAW and its licensees and/or assignees.
- 4.5) The Users also declare and guarantee that they will not carry out any unauthorized use of the Content, it being understood that any use of the Content in other applications, sites or computer networks, is prohibited if not expressly authorised by MAW. The publication, reproduction, copying, distribution, modification, communication to the public and non-authorized distribution of protected works is a violation of the copyright of the legitimate owner. The Users agree that they will not use the Services to violate the intellectual property rights of others. MAW reserves the right to deactivate Profiles and to block access to Services to Users who have repeatedly violated the intellectual property rights of MAW or those of third parties. MAW reserves the right, at its exclusive discretion, to undertake any initiative considered opportune to limit access to Services and/or to deactivate at any time the Profiles of Users who violate the intellectual property rights of third parties, this may or may not be notified and MAW will not be

responsible in any way to the Users with deactivated Profile or whose access has been blocked.

- 4.6) If the User believes that material protected by the laws in force regarding industrial and intellectual property rights has been downloaded, published or reproduced on the Site and that this material is accessible in such a way as to violate copyright or trademark and/or other registered distinguishing marks, the User should contact MAW at [privacy@maw.it](mailto:privacy@maw.it) or write to the company at: via Corfù 50- 25124 Brescia.
- 4.7) The Site and the Services are not designed to accommodate creative ideas by Users. If comments shared by Users with MAW or made available in the restricted access area contain new and original material including writings, designs, inventions or information or another type, protected pursuant to the norms in force (the "**Material**"), such Material will be conceded to MAW through a non-exclusive, perpetual, irrevocable and royalty-free license to use. In addition, MAW shall be free to use the Material, in any way and for any purpose of any nature, be it commercial or otherwise, without having to pay any compensation to the User or other people. The sent Material shall not be subject to privacy restrictions on the part of MAW and MAW shall not be responsible for use and diffusion of the content of this Material.

## 5) MAW exoneration from responsibility and indemnity of Users

- 5.1) With the exception of mandatory legal provisions, MAW does not guarantee that the Site and the Services will be error-free or that the Site or the server will be free of viruses or other technical faults of any nature. If the use of the Services and Content creates damage to the IT tools of the subjects accessing the Services, MAW shall not be held responsible in any way for the costs of the maintenance service, repairs or substitution.
- 5.2) With the exception of mandatory legal provisions, MAW shall not offer any explicit or implicit guarantee, including the guarantee of legal saleability, suitability, precision or reliability of its Services and Content.
- 5.3) With the exception of mandatory legal provisions, in no case shall MAW, its suppliers or third-parties mentioned on the Site be held responsible for damage of any type (including by way of example only, incidental or indirect damage, loss or profits or damage resulting from loss of data, potential use or interruption of business) resulting from the use or limitation of use and/or exclusion of use of the Services and Content.
- 5.4) Users agree to indemnify and exonerate MAW from and against complaints, actions or requests by third parties related to (i) the postings, the Content of the same or other material provided to the Users, (ii) the non-authorized use of the Content, or (iii) the violation by the Users of the Terms and Conditions. To this

end, MAW will communicate in a timely fashion to Users any complaint, action or request by third parties.

### SECTION III - SEARCH AND SELECTION

6) The Search and Selection division of MAW, organised in teams of experts and subdivided by business and functional areas, is dedicated to the selection of key corporate profiles in all the phases of the selection process, from the identification of requirements to the placement of the identified professionals and in particular:

- consultancy for the definition of profiles via the analysis of coherence and equilibrium between the organisation structure, role and responsibility, required skills, offered economic positioning, benchmark with the market;
- analysis of the cultural context, the climate and the corporate values to promote the best placement;
- mapping of the market and consultation in the definition of compensatory aspects for the key functions;
- monitoring and active promotion to the companies.

The Terms and Conditions apply to the search and selection service along with the following specific prescriptions:

- 6.1) MAW does not accept any responsibility for the phase of conclusion and execution of the employment relationship (that will be defined between the Company and the Candidate);
- 6.2) MAW does not guarantee the correct fulfilment of the role by the Candidate;
- 6.3) If the Company decides to terminate the employment relationship with the Candidate ahead of time and pursuant to the terms of the law and the contract, MAW will not be held responsible to either the Company nor the Candidate;
- 6.4) The regulation of the employment relationship between the Candidate and the Company is exclusively governed by the single employment contract and the stipulations of this contract. MAW cannot be held responsible to either of the parties.

### SECTION IV - COMMON DISPOSITIONS

#### 7) **Miscellaneous**

- 7.1) The Terms and Conditions are governed by the Italian law. The Court of Brescia shall be the sole authority in case of dispute regarding the Terms and Conditions.



- 7.2) MAW reserves the right to modify the content, the graphical appearance and the technical aspects of the Services, the means with which MAW and third parties communicate postings or MAW offers the Services and has the exclusive discretion to modify the organisation, specifications, structure or graphical appearance of the systems, Content or any page .
- 7.3) The invalidity, nullity and/or partial ineffectiveness of the Terms and Conditions of the single clauses, as ascertained by the relevant judicial authority, will not result in the invalidity, nullity or ineffectiveness of the remaining dispositions that will continue to remain in force.
- 7.4) The non-exercise or late exercise of a right by MAW cannot be deemed surrender or limitation of the right by MAW to claim and successively exercise the same right or to exercise other legal actions.

**8) Duration and resolution of the Terms and Conditions.**

The Terms and Conditions shall remain in force for the entire period of use of the Services by the User. Upon the cancellation of the Profile, MAW reserves the right at its exclusive discretion to make use of all legal action, including by way of example only, the removal of the Content or other material included by the User in the context of the Services and the immediate cancellation of the User registration resulting in the impossibility to access the Services, if any of the Terms and Conditions should be violated. In this instance, clauses 5, 7 and 8 will in any case remain valid and effective.

I accept the Terms and Conditions of the use of the MAW platform and confirm that I have seen the information document on privacy [ [http://www.maw.it/assets/pdf/privacy\\_en.pdf](http://www.maw.it/assets/pdf/privacy_en.pdf) ] as well as the cookie policy [ [http://www.maw.it/assets/pdf/cookie\\_en.pdf](http://www.maw.it/assets/pdf/cookie_en.pdf) ].

Yes  No

Pursuant to and for the effects of Art. 1341, second paragraph, and Art. 1342 of the Civil Code, I expressly agree to the clauses of the above Art. 5 of the Terms and Conditions relative to the the exoneration from responsibility of MAW and the indemnity of Users.

Yes  No

Pursuant to and for the effects of Art. 1341, second paragraph and Art. 1342 of the Civil Code, I expressly agree to the clauses of the above Art. 7 of the Terms and Conditions, with particular reference to the exclusive competence of the Court of Brescia.

Yes  No



Pursuant to and for the effects of Art. 1341, second paragraph, and Art. 1342 of the Civil Code, I expressly agree to the clauses of the above Art. 8 of the Terms and Conditions relative to the duration and cancellation of the Terms and Conditions.

Yes  No

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