

## **GENERAL TERMS AND CONDITIONS AND CONFIDENTIALITY**

### **General terms and conditions of use for Pilot HR Solutions services.**

#### **PREAMBLE**

Pilot HR Solutions, a commercial entity of 5W EURL (hereinafter the company), is an LLC with a capital of €7,623, whose registered office is located in Paris (75) at 4 rue des Fossés Saint Jacques, 75005 PARIS, and registered with the Paris Trade and Companies Register under number 424 009 488 00026.

Pilot HR Solutions is a publisher of Human Resources software for talent assessment, guidance, and securing decision-making in recruitment and career mobility. Its tools have been validated for over 20 years and are registered with the CNIL (French Data Protection Authority) under number 660010.

The company has developed a service and consulting platform called Pilot Rh Solutions, accessible at [www.Pilotrholutions.com](http://www.Pilotrholutions.com). This service and consulting platform allows individuals, coaches, businesses, or associations to discover candidates' talents through online tests, tools, and platforms to best guide them in their career development or recruitment process, with the option of coaching support if necessary. These general terms and conditions of use (hereinafter referred to as the "GCU") apply to all users of this service. Use of the Pilot Rh Solutions consulting platform implies the user's full acceptance of the GCU. Users agree that their relationship will be governed exclusively by these GCU. The applicable GCU are those in effect on the date the user registers on the Pilot Rh Solutions website. The company reserves the right to modify the Terms and Conditions at any time, provided that users are notified in advance by electronic means and that they do not object within TEN (10) DAYS from the date the email was sent. If the user refuses to accept the new Terms and Conditions, their registration will be automatically terminated from the date they express their refusal. The language used for both the Terms and Conditions and the conclusion of the contract is French. These Terms and Conditions are made available to users of the Pilot Rh Solutions service in accordance with the provisions of Article 1369-4 of the French Civil Code.

#### **PRELIMINARY ARTICLE – TERMINOLOGY**

**Client:** a natural or legal person who wishes to purchase a test or set of tests for themselves, their clients, or their employees.

**Advertisement:** a presentation, appearing on the Pilot Rh Solutions consulting platform, of tests, tools, platforms, or coaching services offered by Pilot Rh Solutions. Terms and Conditions of Use of the consulting platform, in other words, this document.

**Fee:** Remuneration received by Pilot Rh Solutions for a coaching service provided to the client or through another service provider, which will then result in a business connection.

**Service Provider:** Fees paid by the client following a free initial contact allowing for the initiation of customized support. These coaching service fees provided by Pilot Rh Solutions or by another service provider are mutually agreed upon with the client or the service provider.

Booking: Fees incurred by the client with Pilot Rh Solutions or another service provider, ranging from 30% to 100% of the coaching service fee, depending on the service provider. These fees are fully refundable if the coaching session is canceled 6 business days prior, up to 50% between 3 and 6 business days prior, and non-refundable less than 3 business days prior to the coaching session. Coaching Price or Price: refers to the total amount ultimately paid by the client for the coaching service provided by Pilot Rh Solutions or another service provider.

## **ARTICLE 1 - PURPOSE**

The purpose of the Terms and Conditions is to establish the conditions of use of the Pilot Rh Solutions consulting platform and to govern all contractual relationships that will be established through this service, on the one hand, between users and the company and, on the other hand, between users. The Terms and Conditions establish the obligations and responsibilities of users and the company.

## **ARTICLE 2 - REGISTRATION FOR THE COACHING SERVICE**

2.1 Warnings: Registration is reserved exclusively for natural persons and legal entities with the capacity to perform legal acts within the meaning of Article 1124 of the Civil Code. Registration of a minor natural person or a legal entity is done through their legal representative. Said legal representative must be specifically designated upon registration. When the discoverer is a minor, their registration through their legal representative constitutes parental authorization for the immersion.

### **2.2 Registration Procedure**

Users register for the consulting platform via the website [www.Pilotrhsolutions.com](http://www.Pilotrhsolutions.com).

When registering, the user must complete all mandatory fields in the registration form and is required to accept these Terms and Conditions. Registration for the consulting platform is free.

### **2.3 User Obligations**

The user agrees to provide accurate and up-to-date information regarding their identity or advertisement and to immediately update this information if it changes. The user undertakes to the company to hold all intellectual property rights or to have the authorization of the rights holders on the content (data, images, videos, etc.) that he transmits to the advice platform and guarantees it against the consequences of the transmission and dissemination of this content on the advice platform. The user is prohibited from posting any content that is contrary to current legislation, public order and morality. In particular, he is prohibited from posting content that constitutes an apology for crimes against humanity, incitement to racial hatred, child pornography or that is contrary to the rights and interests of third parties. The user is solely responsible for the information he provides. The company carries out very limited control over the data provided during registration. In these circumstances, the company cannot be held liable in any way for any damage or harm resulting from the entry of erroneous or incomplete information by the user. Each user must therefore ensure, where applicable, the identity of the other contracting party and the accuracy of the information provided. The Company shall not be held liable in the event of identity theft. In these

circumstances, any person suspecting identity theft must immediately notify the Company in writing to Pilot Rh Solutions – 5W EURL 04, rue des Fossés Saint-Jacques – 75005 PARIS. Users must not block, transcribe, or modify content generated by the Company, nor hinder the Company's offering in any other way. The Company is authorized to implement emergency measures necessary to ensure the integrity of the consulting platform's systems.

## **ARTICLE 3 – POSTING AN ADVERTISEMENT**

### **3.1 Creating an Ad**

Pilot Rh Solutions posts ads presenting service offerings and undertakes to update them or, where applicable, delete outdated ads.

### **3.2 Setting Fees**

Pilot Rh Solutions is free to set the price of its tests, tools, platforms, and coaching services provided to its clients. However, it will endeavor to agree on a price for its coaching services with the client or service provider.

### **3.3 Posting an Ad**

The ad is published after validation by Pilot Rh Solutions, provided it complies with the Terms and Conditions. The moderator reserves the right to delete any contentious ad that does not comply with the Terms and Conditions. Posting an ad implies compliance by the professional with the obligations defined in these Terms and Conditions.

## **ARTICLE 4 – COACHING CONCLUSION PROCESS**

The ads presented on the consulting platform are simply proposals made by Pilot Rh Solutions. A coaching booking request by the client does not imply immediate coaching. The conclusion of the coaching session is subject to final acceptance by the service provider. Thus, after the client has chosen a coaching package, Pilot Rh Solutions verifies the provider's availability. The provider must then accept the coaching request for it to be considered complete. This coaching session is then concluded between the provider and Pilot Rh Solutions. In the event of a negative response from the provider or no response at all, the client will receive a message informing them that the coaching session cannot be provided and will not be liable for any booking fees.

## **ARTICLE 5 – PRICING AND PAYMENT TERMS**

### **5.1 Pricing**

The prices of the tests, tools, and platforms displayed on the consulting platform are fixed, inclusive of all taxes, and do not include coaching service fees, which remain unpaid.

### **5.2 Payment Terms**

Payment for the tests and tools is made online, and platform and coaching fees are paid by check or bank transfer to the 5W Pilot Rh Solutions account.

### **5.3 Billing**

Pilot HR Solutions will send the corporate client an invoice indicating the price and quantity of the solutions purchased.

## **5.2 Conditions de Règlement**

Le paiement des tests et outils s'effectuent en ligne et les frais de plateformes et honoraires de coaching se règlent par chèque bancaire ou virement bancaire sur le compte de 5W Pilot Rh Solutions.

## **5.3 Facturation**

Pilot Rh Solutions transmettra au client entreprise une facture indiquant le prix et les quantités des solutions achetées.

## **ARTICLE 6 – ANNULATION DU SERVICE DE COACHING**

### **6.1 Annulation à l'initiative du client**

Le client souhaitant annuler son coaching doit en informer, par courriel exclusivement, Pilot Rh Solutions dans les meilleurs délais. ANNULATION MOINS DE 3 JOURS AVANT LE DÉBUT DU RENDEZ-VOUS Si l'annulation est effectuée moins de 3 jours ouvrées avant la date prévue du rendez-vous, aucun remboursement ne sera effectué au profit du client. ANNULATION ENTRE 3 et 6 JOURS. Si l'annulation est effectuée entre 3 et 6 jours ouvrées avant la date prévue du départ, 50% du coaching sera dû par le client à Pilot Rh Solutions. ANNULATION A PLUS DE 6 JOURS Si le séjour est annulé à plus de 6 jours ouvrées de la date du départ, Pilot Rh Solutions remboursera le client et les éventuelles avances faites par le client.

### **6.2 Annulation à l'initiative du prestataire**

Le prestataire souhaitant annuler son coaching doit en informer, par courriel exclusivement, Pilot Rh Solutions dans les meilleurs délais. Quel que soit le moment de l'annulation, le client sera remboursé intégralement du prix du coaching y compris des frais de réservation si une solution alternative équivalente n'était pas alors proposée. Pilot Rh Solutions se réserve le droit de facturer au prestataire, à titre de pénalité, tout autre frais que Pilot Rh Solutions aurait à supporter en raison de cette annulation.

### **6.3 Annulation à l'initiative de Pilot Rh Solutions**

Pilot Rh Solutions souhaitant annuler le coaching doit en informer, par courriel exclusivement, le client dans les meilleurs délais. Quel que soit le moment de l'annulation, le client sera remboursé intégralement du prix du coaching ainsi que des frais de réservation.

## **ARTICLE 7 – ENCADREMENT DE LA RESPONSABILITÉ DE PILOT RH SOLUTIONS**

La réalisation d'un coaching dans le cadre de la plateforme de conseils est strictement limitée à un échange ponctuel et de courte durée. La responsabilité de la société ne saurait être recherchée pour tout dommage direct ou indirect résultant de l'utilisation de la plateforme conseils et/ou de l'exécution d'un coaching qui aurait été réalisé sans l'intervention de Pilot Rh Solutions.

## **ARTICLE 8 – OBLIGATIONS DES UTILISATEURS**

### **8.1 Obligations du prestataire**

En complément des engagements déjà pris au terme des présentes CGU, le prestataire s'oblige à : respecter la description du coaching (contenu, modalités, durée, etc.) ; être actif et disponible pour le client pendant toute la durée du coaching ; informer et faire prendre connaissance au client du règlement intérieur applicable et de toutes les règles d'hygiène et de sécurité à respecter, si ces dernières existent ; informer le client et lui faire prendre connaissance des règles de confidentialité à respecter le cas échéant ; s'assurer du bon respect des règles déontologiques et/ou spécifiques liées à son activité professionnelle. En termes d'assurance, le prestataire doit : être titulaire, auprès d'une ou plusieurs compagnies notoirement solvables, d'une police d'assurance « responsabilité civile » en vigueur au moment de la réalisation du coaching et couvrant pour des montants suffisants les conséquences pécuniaires de la responsabilité qu'il peut encourir à raison des préjudices corporels, matériels et/ou immatériels consécutifs ou non-consécutifs causés à autrui et en particulier au client ; être titulaire, auprès d'une ou plusieurs compagnies notoirement solvables, d'une police d'assurance couvrant les risques d'incendie, d'explosion et risques divers couvrant pour des montants suffisants les locaux dans lesquels se déroulent le coaching ; justifier auprès de Pilot Rh Solutions de la souscription de ces assurances ; en cas d'accident survenant dans le local ou du fait du local pendant le déroulement du coaching, quel qu'en soit la cause, le prestataire prendra, à son compte personnel et à sa charge entière, toute responsabilité en résultant à l'égard de Pilot Rh Solutions, comme de tous tiers, sans que Pilot Rh Solutions ne puisse être inquiétée ou poursuivie de ce chef.

### **8.2 Obligations du client**

En complément des engagements déjà pris au terme des présentes CGU, le client s'oblige à : prendre connaissance du règlement intérieur applicable aux lieux dans lesquels se déroule le coaching et s'y conformer ; prendre connaissance des règles d'hygiène et de sécurité propres aux lieux du séjour et/ou respecter les directives du prestataire concernant ces règles. En termes d'assurance, le client doit : être titulaire, auprès d'une ou plusieurs compagnies notoirement solvables, d'une police d'assurance « responsabilité civile » en vigueur au moment de la réalisation du séjour et couvrant pour des montants suffisants les conséquences pécuniaires de la responsabilité qu'il peut encourir à raison des préjudices corporels, matériels et/ou immatériels consécutifs ou non-consécutifs causés à autrui ; justifier auprès de Pilot Rh Solutions de la souscription de cette assurance. Tout mineur désirant effectuer un coaching devra, soit être accompagné d'une personne majeure lors de la réalisation du coaching, soit avoir obtenu au préalable une autorisation écrite de son représentant légal. Cette autorisation devra être remise à Pilot Rh Solutions et au prestataire.

## **ARTICLE 9 – PERSONAL DATA and COOKIES**

Pilot Rh Solutions informs the user that their data is recorded and has been declared to the CNIL (French Data Protection Authority) under number 660010, in accordance with the provisions of Law No. 78-17 of January 6, 1978, relating to information technology, files, and civil liberties. Consequently, the user has the right to access, modify, rectify, or delete this collected data by simply contacting the company at the following address: Pilot Rh Solutions – EURL 5W, 4 rue des Fossés Saint-Jacques – 75005 PARIS.

Please consult this page to learn more about the protection of your personal data and your right of withdrawal.

<http://www.pilotrhsolutions.com/donnees-personnelles/>

Finally, cookies (such as the statistical tools provided free of charge by Google Analytics) may be installed in the browser to store information relating to browsing on the digital platform. This information is stored for ONE year. The user retains the right to refuse the storage of cookies by configuring their browser. As part of a test or coaching session, no personal data will be shared between the Parties. Indeed, in accordance with Article L1221-6 of the French Labor Code, the information requested, in any form whatsoever, from a job applicant may only be used to assess their ability to perform the proposed position or their professional skills. This information must have a direct and necessary link to the proposed position or to the assessment of professional skills. The candidate is required to respond in good faith to these requests for information. In the event that the partnership requires the processing of personal data, the Parties undertake: To comply with the applicable regulations regarding personal data, and in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (the GDPR) and the amended law of January 8, 1978 (the Data Protection Act). And to enter into an amendment to regulate this potential processing of personal data.

#### **ARTICLE 10 – ACCESS TO THE ADVICE PLATFORM**

Access to the advice platform is possible 365 days a year, 24 hours a day, 7 days a week. However, the company reserves the right to immediately interrupt access to the digital platform without notice, particularly in the following cases: – to carry out technical work, improve its operation, or for any maintenance of the digital platform; – in the event that the company receives a notice from a competent administrative, judicial, or arbitral authority in accordance with applicable law or from a third party, and in particular in accordance with Law No. 2004-575 of June 21, 2004, on confidence in the digital economy. The company is only bound by an obligation of means to maintain the digital platform accessible. Access to the digital platform may also be interrupted in the event of a network outage/failure, failure, or overload of the digital platform, or in the event of force majeure. Furthermore, the company provides no guarantee to the user regarding the sustainability of the digital platform, which may be rendered inaccessible without notice, at the initiative of the company or a third party with authority. The user formally acknowledges and accepts that the company cannot be held liable, directly or indirectly, in any way whatsoever for damages related to an interruption of the advice platform beyond its control and/or caused by any wrongful conduct on the part of the user.

#### **ARTICLE 11 – INTELLECTUAL PROPERTY**

All elements presented on the advice platform are the exclusive property of the company, which alone is authorized to use these intellectual property rights. By using the digital platform, the user is therefore granted a limited, non-exclusive license to use the content of the digital platform, for their own private use only. Thus, the right to reproduce or modify, in whole or in part, one or more elements presented on the digital platform is authorized for informational purposes only and for strictly personal and private use. Any commercial use is strictly prohibited. It is specified that the photos appearing in the description of each advertisement are for descriptive purposes only and have no contractual effect.

## **ARTICLE 12 – TOLERANCE**

The fact that the company does not enforce and/or tolerates a breach by the user of any of the obligations referred to herein, whether temporarily or permanently, cannot be interpreted as a waiver of the obligation in question. Consequently, the company may at any time require the user to comply with the obligation in question.

## **ARTICLE 13 – JURISDICTION**

In the event of a dispute regarding the interpretation or execution of this Agreement, it will be brought before the competent courts, namely the Paris District Court, the Paris Commercial Court, or the Paris High Court.

## **ARTICLE 14 – NOTIFICATIONS**

The user expressly agrees to receive email notifications from the company regarding their registration or use of the advice platform.

## **ARTICLE 15 – APPLICABLE LAW**

These Terms of Use are governed by French law.

## **ARTICLE 16 – RIGHT OF WITHDRAWAL**

In accordance with the provisions of Article L.121-21 of the French Consumer Code, the customer has a period of fourteen (14) days from the conclusion of the contract to exercise their right of withdrawal. This right of withdrawal is exercised by sending an email to the company, which will acknowledge receipt. The customer who exercises their right of withdrawal may then be reimbursed by the company within seven (7) days from the date of exercise of their right of withdrawal. In any event, the right of withdrawal must be exercised before the start of the stay and in accordance with Article 6 of these Terms and Conditions.

## **ARTICLE 17 – MANDATORY MEDIATION**

In accordance with the provisions of Article L.152-1 of the French Consumer Code, as a consumer, the customer has the right to use a consumer mediator free of charge to amicably resolve any dispute between them and Pilot Rh Solutions. To this end, the company guarantees the consumer effective access to a consumer mediation system. In accordance with the provisions of Article L.152-1 of the French Consumer Code, the dispute cannot be examined by the consumer mediator when:

- the person who discovered the dispute does not provide proof of having previously attempted to resolve their dispute directly with Pilot Rh Solutions through a written complaint;
- the request is manifestly unfounded or abusive; – the dispute has previously been examined or is currently being examined by another mediator or a court;
- the person who discovered the dispute submitted their request to the mediator more than one year after submitting their written complaint to Pilot Rh Solutions; – the dispute does not fall within its jurisdiction.