

TERMS OF USE OF THE PLATFORM

Last update: May 2023

1. PURPOSE

HANTY SYSTEMS, S.L. (hereinafter referred to as "**HANTY**", "**we**", "**our**", "**ours**", "**us**"), wants to offer you as a user (hereinafter referred to as the "**User**", "**you**", "**yourself**", "**yours**"), a secure experience and service in our web domain located at the address <<https://app.hanty.app/>> (hereinafter the "**Platform**"). Consequently, we have implemented these Terms of Use of **HANTY**, which establishes the general conditions of use that regulate the access and the use that you make of the Platform, including the content and services made available to users through the Platform. However, access to and use of certain content and/or services may be subject to certain specific conditions.

Any matter not expressly provided for in these Terms of Use, our [Legal Notice](#), [Privacy Policy](#) or [Cookie Policy](#), shall be understood to be reserved to **HANTY**, without prejudice to the application of the provisions of current legislation.

Likewise, **HANTY** reserves the right to carry out modifications and/or updates to these Terms of Use, of which you will be informed in advance for your acceptance or rejection in case they are substantial. In any case, you will be deemed to expressly accept such modifications or updates if you continue to access and use the Platform.

The access and use of the Platform implies that you expressly and unreservedly accept the conditions of these Terms of Use, having the same validity and effectiveness as any written and signed contract, so if you do not agree with these Terms of Use, we suggest that you do not use the Platform.

2. IDENTIFICATION

- **Owner:** HANTY SYSTEMS, S.L.
- **Registered Office:** Calle Gaziel 42 P. BJ PTA. 1, 08017, Barcelona (Spain)
- **CIF:** B44564359
- **Registry Data:** Commercial Register of Barcelona, in Volume 48625, Sheet 216, Section 8, Page Number B-590527, Inscription 1^a

- E-mail: team@hanty.app

3. ¿WHAT IS HANTY? ¿WHAT SERVICES DOES IT OFFER?

3.1. ¿What is HANTY?

HANTY is an online platform that allows its users to centralize and manage in a more organized and fluid way all those selection and recruitment processes in which they may be involved. Likewise, **HANTY** allows its users to share their experiences and interact with each other in relation to these selection processes.

Additionally, **HANTY** is presented as a technological solution to help entities or organizations that are looking for workers, students for internships or similar, to have a space to manage their own selection and recruitment processes.

Also, **HANTY** collaborates with universities, study centers or others, to invite their own students to use **HANTY** as an option to improve their job search and find that job or internship that best suits them and help them grow professionally. At the same time, universities or study centers will be able to receive statistics with aggregated data to better understand how their students enter the market and how they do so, with the ultimate goal of improving their own services and better understanding the position that their own students end up occupying in the labor market.

In short, **HANTY** is a secure environment in which to coordinate and manage different selection processes, thus facilitating, on the one hand, the search for employment and, on the other hand, the recruitment by companies and organizations of workers and trainees, being a Platform in constant evolution according to the preferences of the users and organizations themselves.

3.2. Platform Functionalities

3.2.1. Tracking of selection processes

Functionality that allows users to create, modify, monitor, and delete the selection processes they are involved in. It is possible to sort each selection process by the type of company or organization, date, job characteristics, location, etc. Additionally, this functionality allows users to maintain a record of the selection processes they have created and not deleted, for better control of their experiences.

3.2.2. *Contacts*

This is a feature that allows the user to create a contact list of individuals they have interacted with during the selection process, such as colleagues, interviewees, managers, HR representatives, etc.

In this way, the user will have all these contacts centralized in one place, which can help them in finding a job or internship, and organize them based on the type of company, process, or other criteria.

3.2.3. *Repository of documents and notes*

The Platform allows its Users to store and keep documents related to their selection process(es). For example, the User could store their motivation letters, curriculum vitae, notes on interviews, etc.

3.2.4. *Others*

HANTY also offers through its Platform other functionalities, such as managing a private calendar or downloading selection process history files, among others. However, the Platform may evolve and create new features in order to adapt to market developments and meet the needs or preferences of its Users.

3.2.5. *Preparation of reports*

HANTY may generate reports and statistics based on the activity of its Users and the data they generate. In some cases, **HANTY** may share these statistics and reports not only with its Users but also with third parties, such as universities or study centers.

Generally, these reports will always be anonymized and with aggregated data. However, if you want to learn more about the processing of your personal data on the Platform, please refer to our [Privacy Policy](#).

3.2.6. *HANTY Community*

The Platform also allows its users, if applicable, to share their records with other users. **HANTY** is aware that this functionality may raise issues regarding personal data protection regulations and confidentiality obligations that may exist, among others. Therefore, we ask the User to carefully read our [Privacy Policy](#) and these Terms of Use in their entirety to



understand the applicable rules and the limits or responsibilities assumed by the User in using the Platform and creating content.

4. USER REGISTRATION AND DEREGISTRATION

The registration process will be carried out in coordination with your university, educational institution, or similar entity. It is possible that in the future **HANTY** may offer its services directly to Users, enabling a registration process for that purpose. However, for now, registrations are made through these entities.

As a User with the right to use our services, you will receive an email with access credentials to the Platform. Once you have validated your user account, established a password, and read and accepted these Terms of Use and the [Privacy Policy](#) by checking the corresponding acceptance boxes, you can start using our Platform.

At any time, you can request to unsubscribe from the Platform by sending an email to *team@hanty.app*, indicating "UNSUBSCRIBE" in the email subject line. You can also request to unsubscribe from receiving our email notifications through the same email address or the designated unsubscribe link provided in all the emails you receive.

We would like to remind you that your user account depends on the collaboration agreement established with your university or educational institution, including its duration. It is possible that we may have to deactivate your user account if your university or educational institution has not agreed to renew the agreement and licenses for using the Platform. In such a case, you will be notified of this situation via email, and you will be given a period of seven (7) days to download and save all the information from your profile and documents you have uploaded to the Platform before we proceed with the complete deletion of your user account, including any retained data.

When the time comes for the termination of your account, please note that all provisions of these Terms of Use will remain in effect following the termination or discontinuation of the Platform services, except for those provisions that grant access or right to use the services. To avoid any confusion, by accepting these Terms of Use, you agree that they will apply to your use of the services and any content posted on the Platform at any time prior to the termination or discontinuation of the service provision.

5. INTELLECTUAL AND INDUSTRIAL PROPERTY

HANTY is the owner or, as the case may be, has the corresponding licenses, regarding the intellectual property, industrial, image rights, or any other similar rights over the Platform, as well as all the content offered therein, including, but not limited to, source code, programming code, designs, navigation structure, photographs, illustrations, logos, trademarks, graphics, interfaces, or any other information or content included therein.

Modifying, copying, distributing, framing, reproducing, republishing, downloading, extracting, displaying, publishing, transferring, or selling, whether in whole or in part, any content from the Platform without the prior written authorization of **HANTY** is strictly prohibited. As a User, you only have a non-exclusive right to use, strictly for personal/domestic purposes, to browse and enjoy our services through the Platform in accordance with these Terms of Use and the [Legal Notice](#).

HANTY reserves the right to take appropriate legal action in case of any unauthorized use of the information contained in the Platform, as well as any damage to the intellectual property rights of **HANTY**.

Furthermore, the User is informed that the Platform allows the inclusion of the brand or logo of companies or entities with which they are associated in the selection process, in their profile or selection records. **HANTY** is aware of the importance of respecting the use of third-party trademarks and logos. The User is therefore advised that if they use such trademarks or logos, they are solely responsible for using them for domestic and non-commercial purposes, exclusively for the purpose of designating the entity as the holder of the rights to such trademark, and only if the User has obtained the necessary authorizations from the owners of the trademarks and logos and is making a permitted use and in accordance with the provisions of the Swiss Federal Trademark Protection Act (Markenschutzgesetz) of 1992 and the applicable regulations.

6. USER SERVICE SUPPORT

You have at your disposal the customer service through which **HANTY** will attend to your queries, complaints and suggestions. You can access the customer service through the following e-mail address:

- **E-mail:** team@hanty.app

We will respond to your complaints or queries as soon as possible and, in any case, within a maximum period of one (1) month.

7. CONFIDENTIALITY, DATA PROTECTION AND COOKIES

In accordance with the provisions of REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of April 27, 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the "**GDPR**"), the Spanish Organic Law 3/2018, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights ("**LOPDGDD**"), the Law 34/2002, of July 11, on Information Society Services and Electronic Commerce ("**LSSICE**"), as well as the Swiss Federal Act on Data Protection ("**FADP**"), all personal data provided during the use and access to the Platform will be processed in accordance with the provisions of our [Privacy Policy](#) and the [Cookie Policy](#), which you must read and, if applicable, accept.

8. LINK POLICY

HANTY does not authorize the publication of any links that redirect to the Platform on other websites that contain illegal, illicit, degrading, obscene, or generally unlawful materials, information, or content that goes against the law, morality, public order, or generally accepted social norms.

HANTY does not have the authority or technical and human means to know, control, or approve all the information, content, products, or services provided by other websites that have published links redirecting to the Platform. Consequently, **HANTY** will not assume any responsibility for any aspect related to websites that publish such web links.

In any case, **HANTY** reserves the right to prohibit links that redirect to the Platform and request their removal when they do not comply with the conditions stipulated in this section. However, please be informed that the Platform is privately accessible, so unregistered external users will not be able to access it even if they have the web address or similar, unless they gain unauthorized access due to technical error or other unauthorized means.

9. HANTY'S RESPONSIBILITIES

HANTY undertakes to ensure that the content, data, or information related to the services offered through the Platform are reliable, truthful, and accurate. However, **HANTY** will not be held responsible for information that has been introduced, displayed, or modified by users or third parties unrelated to **HANTY**. Therefore, the Platform excludes any liability for

damages that may arise from information and/or services provided by other users or third parties.

Furthermore, **HANTY** declares that it has taken all necessary measures, within its possibilities and the state of the art, to ensure the operation of the Platform and minimize system errors, both technically and in terms of the content published on the Platform.

However, **HANTY** will not be liable in case of unavailability of the Platform or inability to use the services when such circumstances are beyond **HANTY's** control, force majeure, or technical errors in the Platform's processes.

HANTY will make every commercial and technical effort within its reach to maintain the availability of the services offered through the Platform. However, this obligation will not apply to any lack of availability or performance caused by:

- (i) Temporary inactivity of the Platform due to updating and/or technical maintenance, which will be previously informed by publication on the Platform itself within a maximum period of 48 hours, provided that these circumstances are known or communicated to **HANTY** with a period of notice greater than that indicated;
- (ii) Causes beyond **HANTY's** control, such as force majeure, Internet access problems, technological problems beyond **HANTY's** reasonable and diligent control, acts or omissions of third parties, etc.

In all the cases referred to, outside the control and due diligence by **HANTY**, there will be no compensation to the User for damages or similar.

In case of closure or suspension of the Platform for reasons beyond the control of **HANTY** or the User, you will be promptly informed of the transfer of the service to a new domain, modifying only the provisions of these Terms of Use in relation to the domain in which the Platform remains active.

10. PLATFORM SUSPENSION

HANTY may suspend, modify, restrict, or interrupt access to the Platform at any time, with or without prior notice to those who violate these Terms of Use, without the possibility of demanding compensation.

11. RULES OF USE

You may not access or use the Platform for illegal or unauthorized purposes, with or without economic purpose, for which you are solely responsible. In particular, and without the following list being absolute or limitative in nature, the following is prohibited:

- (i) Using the Platform by minors.
- (ii) Using the Platform in any way that may cause damage, interruptions, inefficiencies, or defects in its operation or in the computer of a third party;
- (iii) Using the Platform for the transmission, installation, or publication of any virus, Trojan horse, worm, logic bomb, malicious code, or other harmful programs or files;
- (iv) Using the Platform to transmit material for advertising or promotional purposes, including spam, chain emails, or similar;
- (v) Using the Platform in a way that constitutes a violation of the rights of **HANTY** or any third party;
- (vi) Using the Platform to transmit or publish any defamatory, offensive, racist, demeaning, threatening, or otherwise disruptive material to any other user;
- (vii) Using the Platform to collect personal data from other users;
- (viii) Using the Platform illegally, against good faith, morality, and/or public order;
- (ix) Accessing or registering through the Platform with a false identity, impersonating third parties, using a profile, or taking any other action that may confuse other users and **HANTY**;
- (x) Unauthorized access to any section of the Platform, other systems or networks connected to it, any **HANTY** server, or services offered through the Platform, by hacking, password mining, or any other illegitimate means;

- (xi) Bypassing, or attempting to bypass, the security or authentication measures of the Platform or any network connected to it, or the security or protection measures inherent in the content offered on the Platform;
- (xii) Carrying out any action that causes disproportionate or unnecessary saturation of the Platform's infrastructure or **HANTY**'s systems or networks, as well as systems and networks connected to the Platform;
- (xiii) Impeding the normal development of the Platform's functionalities, whether by illegally or in any other way altering access, participation, or functioning thereof, or falsifying their results and/or using methods of any practice that violates or breaches these Terms of Use.
- (xiv) Assigning, transferring, or sublicensing your access rights to the Platform.

Failure to comply with any of the aforementioned obligations on your part may result in **HANTY** taking appropriate measures in accordance with the law and in the exercise of its rights and obligations. This may include the deletion or blocking of the infringing user's account, without any possibility of compensation for damages. Additionally, the rules of use and other provisions contained in the [Legal Notice](#) will also apply, with these Terms of Use prevailing in case of contradiction.

12. USER RESPONSIBILITIES

You must at all times respect the terms and conditions set out in these Terms of Use. By accepting these Terms of Use, you expressly state that you will use the Platform diligently and assume any liability that may arise from a breach of the rules set forth herein and of the legal system in general. Likewise, the use of the Platform for illegal or unauthorized purposes, with or without economic purpose, is not permitted. Both the services offered and the information contained in the Platform may not be used for commercial or advertising purposes without prior authorization from **HANTY**.

In addition, you are responsible for any communication of personal or non-personal data, opinions and other information that you provide to **HANTY**. This responsibility covers the accuracy, legality, originality and ownership of such communication or action, and you must hold **HANTY** harmless. If you become aware of the existence of any content that is illicit, illegal, contrary to the law or that could infringe the rights of third parties, you must



immediately notify **HANTY** (team@hanty.app) so that it can take the appropriate measures.

In the event that you carry out any action that could be considered illicit, illegal, contrary to the law or that could involve the infringement or violation of third-party rights, you will do so at your own risk, holding **HANTY** harmless for your actions.

13. INDEMNITY

By accepting these terms to the extent permitted by law, you agree to defend, indemnify, and hold us harmless, including our respective directors, officers, members of the board of advisors, employees, partners, representatives, successors, and assigns, against any loss, liability, claim, or demand, including reasonable attorney's fees and other legal costs, brought by third parties as a result of your use of the Platform, including those arising from your breach of any provision of these Terms of Use or the provision of false information about your identity, work history, or employment status.

14. USER RIGHTS AND THEIR LIMITATIONS

Until **HANTY** enables direct contracting channels with the User, the provision of services will be regulated according to the agreement established between **HANTY** and the User's university or educational institution. In this regard, your rights to use the Platform as a User will depend on the contractual conditions established with your university or educational institution and the legal texts of **HANTY** that you have accepted.

If you have any doubts about the type of service that your university or educational institution has contracted with **HANTY**, you can contact us (**team@hanty.app**), and we will provide you with any contractual information that we can share, such as the duration of the service or the functionalities of the Platform that you can enjoy, or the data storage limits, among others.

In any case, as a User, you are hereby informed that, regarding all the information or data that you upload and register on the Platform (hereinafter referred to as "**Content**"), while we do not claim ownership of said Content, you grant us the inherent rights to it as described below.

By submitting or authorizing us to display your Content, you grant us a universal, unrestricted, irrevocable, perpetual, non-exclusive, fully paid, and royalty-free license (with

the right to grant unlimited sublicenses) to use, reproduce, copy, process, modify, publish, translate, transmit, perform, display, create derivative works, adapt, and distribute your information through any media (existing or developed in the future) worldwide, in any manner or in any medium, including for the purpose of promoting our services. Specifically:

- You agree that this license includes our right to offer, promote and improve the services, as well as to provide the submitted Content as aggregated data to other companies, organizations or individuals for the rebroadcast, retransmission, distribution, promotion or publication of such Content in other media and services.
- No compensation of any kind will be paid for the Content you submit through the Platform.

In addition, you hereby expressly waive, to the fullest extent permitted by applicable law, any moral rights applicable to the exercise of this license to your Content by **HANTY**.

15. DEVICES AND SYSTEMS

The Platform requires access to the Internet, and the User is responsible for all costs associated with such connection, including data traffic charges, regardless of the location where the User uses the Platform.

The current version of the Platform is available for the following operating systems and technical requirements:

- Google Chrome, Safari, Internet Explorer or similar.

To experience a good user experience, a connection speed of at least 3 MB/s is required.

16. SAFEGUARD CLAUSE

All clauses of this Terms of Use must be interpreted independently, not being affected by the rest of the clauses in the event that one of them has been declared invalid by a court judgment or final arbitration decision. The affected clause or clauses will be replaced by another or others that preserve the effects pursued by the Terms of Use of the Platform.

17. RESOLUTION OF DISPUTES

For any litigious matter related to the Platform or any of those that depend on it, and provided that the Swiss legislation so permits, the Spanish legislation in force at the time of the dispute shall apply, and the Courts and Tribunals of Barcelona shall be competent for the resolution of all disputes arising from or related to the use of this Platform. Notwithstanding the foregoing, you may have the right to go to the courts of your domicile in Switzerland to resolve any disputes you have with us.

Furthermore, in accordance with [Regulation \(EU\) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes](#), in the event of a dispute, if you wish, you may resort to the "*Online Dispute Resolution Platform*" provided by the Commission to attempt to resolve any disputes arising from the provision of services by **HANTY**. You can access the platform through the following link: <http://ec.europa.eu/consumers/odr/>.

In any case, to file a complaint regarding the use of our services, you can send a letter to the electronic or physical address indicated in the "*Identification*" section, committing ourselves to seek an amicable solution to the conflict at all times.

18. OTHER LEGAL TEXTS

These Terms of Use are complemented by the [Privacy Policy](#), the [Cookie Policy](#) and the [Legal Notice](#). All this without prejudice to any other regulation or legal text that is necessary to add, complement, or take into account in compliance with the provisions of the legislation in force at all times.

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