

1. SUBJECT

1.1. These General Terms and Conditions govern the terms and conditions of access and consultation of the online "Hiring Platform" dedicated to companies, (hereinafter "**Hiring Platform**") owned by Epic Education S.r.l., tax code and VAT number 15878411006, registration number in the Register of Companies of Rome 1620997 with registered office in Rome, via dei Magazzini Generali 16, Certified email: epiceducation@legalmail.it, (hereinafter "**Epic Education**"), accessible from the website www.epicode.it (hereinafter "**Site**"). The Hiring Platform is the tool through which Epic Education actively promotes the meeting between demand and supply of work in relation to the professional figure of specialist in the ICT area.

1.2. Access to the Hiring Platform is open exclusively to the natural or legal persons – through their appointed personnel – who, in relation to their business activity, are interested in seeking specialised personnel to include in their staff (hereinafter "**Company**"), and it is subject to the previous registration on the Site, by filling in the appropriate registration form and providing the required related information on the Company (hereinafter "**Company Profile**").

1.3. The registration of the Company and the creation of the Company Profile are subject to Epic Education's approval. In case of approval, a communication will be sent by e-mail to the address indicated at the time of registration, containing the link for the verification of this address for completion of the registration.

1.4. Ticking off the "Terms and Conditions" box at the bottom of the registration form on the Site is equivalent to signing these General Terms and Conditions. By ticking off the "Terms and Conditions" box at the bottom of the registration form on the Site, the Company declares to accept in full the clauses contained in these General terms and Conditions, as well as the content of the provisions, documents and procedures referred to therein.

2. ACCESS AND CONSULTATION OF THE HIRING PLATFORM

2.1. Once the access is approved, the Company can log into the Hiring Platform by entering its credentials.

2.2. Access to and consultation of the Hiring Platform are free of charge, without prejudice to the provisions of art. 2.6 below.

2.3. Access to the Hiring Platform allows the Company to consult the available profiles of students who are completing or have completed one or more specialist training courses proposed by Epic Education (hereinafter "**Student(s)**"). Each profile is provided with the following information: name, surname, e-mail, telephone number, city of residence, previous work experiences, language knowledge and the individual assessment related the course and to their soft skills released by Epic Education. The full view of the Student's data is subject to the real interest of the Company towards the latter, expressed by clicking on the appropriate button.

2.4. The Company may carry out targeted searches, according to the parameters indicated in the Hiring Platform.

2.5. Visibility of one or more Students' profile(s) may be reserved exclusively to one or more Companies for limited periods of time, and therefore blocked to other Companies registered on the Hiring Platform.

2.6. The Company Profile is automatically suspended, and access to and consultation of the Hiring Platform consequently inhibited, if the Company concludes a **maximum number of two employment/collaboration contracts**, included traineeship and/or internship, with the Students. Any contract of employment/collaboration after the second one shall be on payment.

The re-activation of the Company Profile **is subject to the prior signing of the Basic Agreement for Epicode Business Services and the purchase of, at least, one of the services indicated therein.**

2.7 If the Company offers, to one or more Students, an employment/collaboration contract, included a traineeship and/or internship, it has to immediately notify of it Epic Education, throughout the procedure provided on the Hiring Platform or by email addressed to business@epicode.it, no later than 5 (five) days from the submission of the proposal. Any Company failure in its communication duties provided in this article, entails Epic Education to prevent the Company to access to the Hiring Platform and the right to apply a penalty equal to the amount of the second instalment to be borne by the Student to whom the proposal was addressed and not communicated within the terms, without prejudice to compensation for further damage.

3. OBLIGATIONS OF THE COMPANY

3.1. The Company undertakes:

- to comply with the communication duties set out in point 2.7;
- to fulfil the registration form and the Company Profile with truthful and correct data, which the Company declares and guarantees to lawfully dispose of;
- to use the Hiring Platform exclusively for commercial use, for the purposes and according to these General Terms and Conditions;
- not to communicate and/or in any way transfer their access credentials to the Hiring Platform and/or the data and information contained therein;
- to take all appropriate measures to protect the data and software stored on its own device, relating to the Hiring Platform;
- not to access and/or use the software components of the Hiring Platform;
- not to reproduce and/or copy, nor to have third parties reproduce and/or copy, even temporarily and/or partially, the Hiring Platform and/or its contents, by any means and in any form;
- not to adapt, modify, translate, transcribe, compile, decompile, assemble, disassemble in all or in part the Hiring Platform and/or its contents;
- not to export the Hiring Platform and/or combine it with other computer programmes;
- promptly inform Epic Education if it becomes aware of acts of piracy and/or use that are illegal or against to these General Conditions of the Hiring Platform.

4. LIMITATION OF LIABILITY

4.1. The Company accesses to the Hiring Platform and uses it at its own risk. Except in cases of intention or gross negligence, Epic Education cannot be held liable for direct or indirect damages, arising from the access or the failure to access and use of the Hiring Platform.

4.2. Except in cases of intention or gross negligence, any liability of Epic Education for any direct or indirect damage, however suffered by the Company and/or third parties in relation to and/or in connection with the use or non-use of the Hiring Platform, is excluded, as well as for the fact that the Hiring Platform is accessible and works without interruptions or errors or in all possible combinations of use and, in particular, in relation to and/or in connection with: (a) incorrectness, incompleteness, erroneousness of the contents of the Hiring Platform; (b) loss of data, business opportunities or profits, in the context of any relationships established or being established by the Company with the Students and/or third parties through the use of the Hiring Platform; (c) delay, malfunction, suspension, or interruption of the connection to the Hiring Platform; (d) delay, malfunction, suspension, or interruption of functionality and/or content of the Hiring Platform; (e) malfunction of the connection equipment used by the Company; (f) erroneous use of the Hiring Platform by the Company.

4.3. Epic Education shall have no liability in the event of non-execution, delays in execution, malfunction, suspension and/or interruption of the Hiring Platform or its functions that are the result of facts not attributable to the same, or that, in general, are the result of force major or unforeseeable circumstances (such as, but not limited to, power failure or failure of telephone lines or network connection, strikes, industrial disputes, wars, embargoes, acts of vandalism and terrorism, tampering or unlawful intervention by third parties or equipment, epidemics, flooding, earthquake, fire and other natural disasters) or incorrect use of the Hiring Platform on the part of the Company.

4.4. Access to the Hiring Platform may be temporarily and periodically suspended for ordinary and/or extraordinary maintenance or for updates, also to be carried out on Epic Education systems other than the Hiring Platform, aimed at ensuring the correct functioning of the Hiring Platform or its improvement. Epic Education will use reasonable efforts to correct such malfunctions promptly or to facilitate their resolution.

4.5. Epic Education agrees, where applicable and possible, to disclose planned temporary suspensions by giving the Company advance notice thereof.

4.6. In the event that the Company detects an inefficiency, the User shall promptly report it by sending an email to info@epicode.school.

5. INTELLECTUAL AND INDUSTRIAL PROPERTY, LICENSE TO USE

5.1. The contents, software architecture, photographs, texts, slogans, drawings, images, animated sequences, with or without sound as well as the material provided and all other works integrated within the Hiring Platform, are the property of Epic Education or third parties of which Epic Education is a licensee. Any reproduction, representation, use or modification, by any means and on any support, even partial, of the Hiring Platform and / or its contents, of the methodology, of the material provided and / or of all other data integrated within the Hiring Platform, without the prior consent of Epic Education, is strictly prohibited. The names Epicode, Epic Education, slogans and logos are, unless otherwise stated, registered trademarks of Epic Education or third parties of which Epic Education is a licensee. The reproduction, imitation, use or application of these trademarks without the prior authorisation of Epic Education, or their respective owners, constitutes infringement. The Company is prohibited from copying, modifying, reproducing, even partially, in any form, the information and elements that appear on the Hiring Platform, to intervene on the Hiring Platform, to act in such a way as to infringe the intellectual property rights of Epic Education and third parties of which Epic Education is a licensee.

5.2. The Company expressly authorises Epic Education to use the Company name and visual identity of the Company trademarks for promotional purposes and publication on the Site, Epic Education's social networks, brochures, flyers, or anything else useful for advertising or institutional purposes. By signing these General Terms and Conditions, moreover, the Company expressly authorises Epic Education to use the definition of "Partner Company" in respect of third parties in relation to the Company.

6. APPLICABLE LAW AND JURISDICTION

6.1. These General Terms and Conditions are subject to Italian law.

6.2. For the resolution of disputes related to the interpretation, execution, termination of these General Terms and Conditions, the judge in charge is the Court of Rome.

7. UPDATING AND MODIFICATION OF THESE GENERAL CONDITIONS

7.1. Epic Education reserves the right to modify and/or update these General Terms and Conditions and/or the Hiring Platform and/or its contents and/or functionalities at any time, and in particular in the event that it should become necessary in order to adapt these General Terms and Conditions and/or the Hiring Platform to new legislative, administrative, technical and/or managerial requirements, also taking into account technological evolution and without affecting the quality of Hiring Platform. The General Terms and Conditions applied are those in force on the date of connection to the Hiring Platform by the Company, that, by continuing to access the Hiring Platform, declares to agree to be bound by them, fully accepting any modification and/or integration.

8. DATA PROCESSING

8.1. Each party undertakes to carry out the processing of personal data acquired in the performance of the activities covered by these General Terms and Conditions exclusively for the purposes and in the manner strictly necessary for the performance of such activities.

8.2. To this end, each party, as autonomous data controller, guarantees: (i) full compliance with the current legislation on Privacy (such as: Legislative Decree 196/2003 as amended by Legislative Decree 101/2018 and EU Regulation No. 2016/679) for the sole purpose of punctually executing the obligations arising therefrom and (ii) the adoption of the appropriate security measures provided therein.