

Experis Career Accelerator User Agreement

The Experis Career Accelerator by ManpowerGroup is designed to help you realize your aspirations and find the IT career that is the right fit for you.

Using the power of AI, Experis Career Accelerator scans your profile together with more than 30,000 skills and 10,000 roles to help you chart your personalized pathway to your perfect fit IT jobs.

Through Experis' global network of accredited learning partners, the world's leading tech companies, Experis Career Accelerator allows you to explore your career path through reliable AI driven recommendations and tailored, validated technical training to improve your skills or to close skills gaps.

This self-guided digital journey connects talent with validated and accredited courses to help stay relevant and build critical skills for the most up-to-date IT roles in the market. Hence, giving companies looking for talent the confidence of an evolving pipeline of qualified talent and connecting qualified candidates to appropriate high-value jobs across ManpowerGroup's portfolio.

Consequently, content, career paths and skills are frequently updated to keep pace with evolving digital demands and technology adoption.

1. Introduction

1.1 Agreement

When you use our services set out in this Agreement (the "**Services**"), you agree to all of the terms of this agreement ("**Agreement**" or "**User Agreement**").

By clicking 'Register Here' on the Experis Career Accelerator website <https://www.experis.co.uk/experis-career-accelerator> or any similar link or register for, access or use of our Services (defined below), you are agreeing to enter into a legally binding Agreement with Experis and its Business Partners.

If you do not agree to this Agreement do not click 'Register Here' on the Experis Career Accelerator website <https://www.experis.co.uk/experis-career-accelerator> or any similar link or register for, access the Services. If you wish to terminate this Agreement, you may do so at any time by closing your account and no longer accessing or using our Services.

1.2 Parties

You are entering into this Agreement with Experis (also referred to as "**we**" and "**us**"). "**Experis**" shall mean ManpowerGroup Global Inc. ("**ManpowerGroup**") together with any of its Associated Companies.

"**Associated Company/ies**" shall mean ManpowerGroup Global Inc. ultimate holding company or any subsidiary and affiliate thereof.

"**Business Partners**" shall mean all business partners, including accredited learning partners, participating in the Experis Career Accelerator network set up by Experis.

"Users" shall mean registered users of our Services (defined below).

2. Account

2.1 Eligibility

In order to register for an account on the Services, you must:

1. be at least the age of majority in your jurisdiction of residence (or have consent from a parent/guardian); and
2. agree to this Agreement.

2.2 Account Restrictions

Accounts are for single users only and may not be shared by more than one individual. You are solely responsible for maintaining the security of your Account and password. Experis cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

3. Services

This Agreement applies to the Experis Career Accelerator program, all related documentation, websites, apps, messages and other services that indicate that they are offered under this Agreement ("**Services**"), including any data collection for these Services as set out in the Privacy Policy.

3.1 Fees

The use of the Services is free of charge, provided that the User is registered with Experis for the Services and in accordance with the terms of this Agreement.

3.2 Changes to Services

Experis may alter, suspend, or discontinue the Services at any time and for any reason or no reason, with prior notice to the User. Should the User not agree to Experis' alterations, the User is free to stop continuation of the Services.

The Services may be unavailable from time to time due to maintenance or malfunction of computer or network equipment or other reasons.

3.3 User License

The Services and the information and materials contained therein are the property of Experis and its Business Partners, and are protected from unauthorized copying and dissemination by copyright law, trademark law, and other intellectual property laws.

Subject to the terms of this Agreement, Experis grants you a non-transferable, non-exclusive, license to:

1. use the Services for your own personal use, and
2. download, install and use one copy of the apps related to the Services on each mobile device that you own or control, in each case solely for your own use (the "**License**").

The Services are licensed to you. Nothing in the Agreement gives you a right to use the Experis names, trademarks, logos, domain names, and other distinctive brand features without our prior written consent. You shall not attempt to override or circumvent any of the usage rules or restrictions on the Services. Any future release, update, or other addition to functionality of the Services shall be subject to the terms of this Agreement.

3.4 User Restrictions

In using the Services, you shall not:

1. Use the Services other than as permitted by the type of subscription which you have subscribed for, as further described at the time of subscription;
2. copy any content unless expressly permitted to do so herein;
3. upload, post, email, transmit or otherwise make available any material that:
 - (a) is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially or ethnically objectionable, encourages criminal behavior, gives rise to civil liability, violates any law, or is otherwise objectionable;
 - (b) you do not have a right to make available under any law or under a contractual relationship;
 - (c) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party (including privacy rights);
 - (d) is or contains unsolicited or unauthorized advertising, solicitations for business, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
 - (e) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or data or the Services or that of any users or viewers of the Services or that compromises a user's privacy; or
 - (f) contains any falsehoods or misrepresentations or creates an impression that you know is incorrect, misleading, or deceptive, or any material that could damage or harm minors in any way;
4. impersonate any person or entity or misrepresent their affiliation with a person or entity; (forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted to or through the Services or impersonate another person or organization;
5. interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services or probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
6. intentionally or unintentionally violate any applicable local, state, national or international law or regulation;
7. collect or store personal data about other users or viewers;
8. license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Services; or
9. modify, translate, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services, except to the extent the foregoing restrictions are expressly prohibited by applicable law.

You also agree not to access the Services in a manner that utilizes the resources of the Services more heavily than would be the case for an individual person using a conventional web browser.

4. User Content

All information, data, text, software, music, sound, photographs, graphics, video, messages or other materials, whether publicly posted or privately transmitted to or through the Services by Users (“**User Content**”) is the sole responsibility of such Users. This means that you, and not Experis, are entirely responsible for all such material uploaded, posted, emailed, transmitted or otherwise made available by using the Services.

You are responsible for obtaining all necessary consents to upload User Content, including any third-party content or personal data, to the Services. Experis does not control or actively monitor User Content and, as such, does not guarantee the accuracy, integrity, suitability or quality of such content. You acknowledge that by using the Services, you may be exposed to materials that are offensive, indecent or objectionable. Under no circumstances will Experis be liable in any way for any materials, including, but not limited to, for any errors or omissions in any materials, or for any loss or damage of any kind incurred as a result of the viewing or use of any materials posted, emailed, transmitted or otherwise made available via the Services.

4.1 User Content License

By submitting, posting or displaying User Content on or through the Services, you grant Experis and our Business Partners (and their agents) a non-exclusive, royalty-free, world-wide, perpetual license (with the right to sublicense) to use, copy, modify, transmit, display and distribute such User Content to the extent required to provide the Services.

You further grant Experis a perpetual, irrevocable, and unlimited license to use, store, and manipulate User Content to create aggregated and anonymized statistical analytics in respect to use of the Services and User parameters and characteristics (“**Anonymous Service Data**”) in accordance with Experis’ Privacy Policy. Experis shall own all right, title and interest in and to the Anonymous Service Data, including all intellectual property rights in the Anonymous Service Data, and you hereby assign, transfer and convey to Experis any ownership interest you may have in any Anonymous Service Data.

4.2 User Content Warranty

You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any User Content that you submit. If you are submitting any User Content that constitutes “personal data” of a third party, you represent and warrant that you have any required consents under applicable privacy laws.

4.3 Feedback

If you provide Experis with any suggestions, comments or other feedback relating to any aspect of the Services (“**Feedback**”), Experis may use such Feedback in relation to the Services or any other Experis products or services (collectively, “**Experis Products**”). Accordingly, you agree that:

1. Experis is not subject to any confidentiality obligations in respect to the Feedback,
2. the Feedback is not confidential or proprietary information of you or any third party and you have all of the necessary rights to disclose the Feedback to Experis,
3. Experis (including all of its successors and assigns and any successors and assigns of any of the Experis Products) may freely use, reproduce, publicize, license, distribute, and otherwise commercialize Feedback in any Experis Products, and

4. you are not entitled to receive any compensation or re-imbursement of any kind from Experis or any of the other users of the Services in respect of the Feedback.

4.4 Experis Rights

Experis reserves the right at all times (but will have no obligation) to remove or refuse to distribute any User Content and to terminate Users or reclaim usernames. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to:

1. satisfy any applicable law, regulation, legal process or governmental request,
2. enforce this Agreement, including investigation of potential violations hereof,
3. detect, prevent, or otherwise address fraud, security or technical issues,
4. respond to User support requests, or
5. protect the rights, property or safety of our Users and the public.

5. Third-Party Websites and Services

5.1 Third-Party Websites

This Services (including User Content) may contain links to other websites that are not owned or controlled by Experis. In no event shall any reference to any third party, third party product or service be construed as an approval or endorsement by Experis of that third party, third party product or service. Experis is also not responsible for the content of any linked websites. Any third-party websites or services accessed from the Services are subject to the terms and conditions of those websites and or services and you are responsible for reviewing those terms and conditions and complying with them. The presence on the Services of a link to any other website(s) does not imply that Experis endorses or accepts any responsibility for the content or use of such websites, and you hereby release Experis from all liability and/damages that may arise from your use of such websites or receipt of services from any such websites.

5.2 Third-Party Services

If you use any third-party service, whether accessed through the Services or otherwise, including but not limited to any third-party log in, you acknowledge and agree that you will be bound by and terms and conditions of such third-party service provider. Moreover, Experis is not responsible for impact on your use of the Services caused by your use of any third-party service or integration.

6. Privacy Policy

Our Privacy Policy (including our Cookie Policy and other documents referenced in this Privacy Policy) and its updates govern the collection, use, and sharing of personal data about you as User of our Services.

7. Limitations

7.1 No Professional Advice

As part of the Services, Experis offers recommendations on training, education and career strategies. This tool is for information purposes and does not constitute legal or professional advice. Experis does not guarantee that the information or recommendations will be accurate or up-to-date. Experis will not

be liable for any losses as a result of any decision made or actions taken by an individual, which may be based on information provided by the Services.

7.2 Disclaimer

The Services and all materials provided therein are provided on an “as is” and “as available” basis. Experis specifically disclaims all representations, warranties and conditions, either express, implied, statutory, by usage of trade, course of dealing or otherwise including but not limited to any implied warranties of merchantability, non-infringement, title, satisfactory quality or fitness for a particular purpose.

Any information or material downloaded or otherwise obtained through the use of the Services is at your own discretion and risk and you will be solely responsible for any damage to your computer system, loss of data, or any other loss that results from downloading or using any such material. Experis does not warrant, endorse, guarantee, provide any conditions or representations, or assume any responsibility for any product or services advertised or offered by any third party through the site or in respect to any website that can be reached from a link on the Services or featured in any banner or other advertising on the Services.

Under no circumstances shall Experis be liable for any indirect, incidental, special, consequential, exemplary or other damages whatsoever, including, without limitation, any damages that result from

1. your use of or your inability to use the Services,
2. the cost of procurement of substitute goods, data, information or services,
3. errors, mistakes, or inaccuracies in the materials on the Services,
4. personal injury or property damage of any kind whatsoever arising from or relating to your use of the Services, any bugs, viruses, Trojan horses, or any other files or data that may be harmful to computer or communication equipment or data that may have been transmitted to or through the Services, or
5. any errors or omissions in any material on the Services or any other loss or damage of any kind arising from or relating to your use of the Services.

7.3 Indemnification

You agree to defend, indemnify and hold harmless Experis and its Associated Companies, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) arising from:

1. your use of and access to the Services, including any User Content transmitted;
2. violation of any term of this Agreement, including without limitation breach of any of the representations and warranties above;
3. your violation of any third-party right, including without limitation any right of privacy or intellectual property rights;
4. violation of any applicable law, rule or regulation by you or other Users;
5. User Content or any content that is submitted via your account including without limitation misleading, false, or inaccurate information;
6. your gross negligence or willful misconduct; or
7. any other party’s access and use of the Services (or access and use of any third-party service via the Services) with your unique username, password or other appropriate security code.

8. Termination

Experis may, under certain circumstances and with prior notice, immediately terminate your ability to access the Services. Cause for such termination shall include, but not be limited to,

1. breaches or violations of this or any other agreement that you may have with Experis,
2. requests by law enforcement or other government agencies,
3. a request by you,
4. discontinuance or material modification to the Services (or any part thereof),
5. unexpected technical, security or legal issues or problems, and/or
6. participation by you, directly or indirectly, in fraudulent or illegal activities.

Termination of your access to the Services may also include removal of some or all of the User Content uploaded by you to the Services.

9. Dispute Resolution

9.1 Arbitration

If any dispute arises between the parties relating to the application, interpretation, implementation or validity of this Agreement, the parties agree to resolve the dispute by arbitration using the Rules of Arbitration of the International Chamber of Commerce. The parties agree that these Rules give the parties a fair opportunity to present their case and respond to the case of the other side. The arbitration shall be held in Belgium. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

9.2 Governing Law

This Agreement and any action related thereto shall be governed by and construed in accordance with the laws of Belgium applicable therein, without regard to conflicts of law principles.

9.3 Courts

Subject to paragraph 9.1, the parties hereby irrevocably submit to the jurisdiction and venue of the Dutch speaking courts of Brussels, Belgium.

10. Miscellaneous

10.1 Entire Agreement

This Agreement constitutes the entire agreement between the parties.

If any part of this Agreement is held to be unlawful, void, or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions.

10.2 Survival of Certain Provisions.

Except as expressly set forth herein, those provisions of this Agreement which by their terms extend beyond the termination of this Agreement will remain in full force and effect and survive such termination.

10.3 Headings

The headings in this Agreement are inserted solely for the convenience of reference. The headings will in no way define, limit, extend or aid in the construction of the scope, extent or intent of this Agreement.

10.4 Ambiguities

The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement.

10.5 No Waiver

The failure of Experis to exercise or enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision. Any waiver of any right or provision by Experis must be in writing and shall only apply to the specific instance identified in such writing.

10.6 No Assignment

You may not assign the terms of use, or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise without Experis' prior written consent.

Experis may assign the terms under this Agreement at any time.

10.7 Notices and Contact

If you have any questions about this Agreement or if you wish to make any complaint or claim with respect to the Services, please contact us at: eca@manpowergroup.com.

Any notice or other communication to Experis required under this Agreement will be deemed to be properly given only when sent via email to eca@manpowergroup.com.

10.8 English Language.

It is the express wish of the parties that this Agreement and all related documents be drawn up in English.