

## TERMS AND CONDITIONS OF USE

Hello! These Terms and Conditions ("Terms") apply to the use of the platform and services offered by GUPY TECNOLOGIA EM RECRUTAMENTO LTDA, manager of the website [www.gupy.io](http://www.gupy.io) and the GUPY application (together referred as "GUPY Platform") and provider of the services object of these Terms ("Services").

The acceptance of these Terms is indispensable to the use of the GUPY Platform and the Services. Therefore, for the correct use, You must read, make sure you have understood and accept all the conditions set forth in these Terms.

### 1. Definitions

To use the Platform and Services, you, the Candidate, must be at least 14 years of age. To enter into contracts with THE COMPANY you must have full capacity under the laws of your country, i.e. be over 18 years of age or be 14 years of age and have the consent of your parents or legal guardian.

COMPANIES are companies that use the GUPY Platform to publicize job opportunities or to capture a talent pool to identify potential talent among them, selecting them to join their team. The openings will be disclosed in the "Work with Us" area of the careers page of the COMPANY's website.

For the purposes of these Terms, when we use the term USERS we are referring to You, to the Candidates in general and to the COMPANIES.

### 2. Changes

These Terms may be modified from time to time for valid reasons. Whenever there is a relevant change, GUPY will use its best efforts to communicate You and request a new acceptance of the most current version. However, we ask that You visit this page periodically to check the most recent Terms established for use of the GUPY Platform.

### 3. Application of these Terms

These Terms will apply to You once You start using the GUPY Platform by creating a user account and will only cease to apply if your account is cancelled by GUPY or terminated by You. If your account is subsequently reactivated, these Terms will again apply to You in their current version.

GUPY may cancel accounts and take all applicable legal action in the event of a violation of these Terms by USERS.

#### 4. Services provided by GUPY

GUPY offers the following Services for Companies:

- mapping the profile of the COMPANIES;
- mapping your profile, potential and knowledge, through the performance of tests provided by GUPY or third parties;
- combining the profile of the COMPANIES seeking Candidates and Candidates in search of a new job position, with the participation in a recruitment process to be carried out when job opportunities are available.

#### 5. Your registration

Veracity of data. Your registration must be done when accessing the GUPY Platform or the COMPANY Platform and will only be confirmed by filling out all the requested fields. By accepting these Terms You undertake to complete the registration with accurate, precise and true information and to update your data whenever there are any changes in them. You can make corrections or modifications yourself by editing the information in your profile. GUPY will not be responsible for personal data entered incorrectly by Candidates, who may respond civilly and criminally for the truthfulness, accuracy and authenticity of the data registered.

Access account. To use the GUPY Platform, GUPY will make available to You an account, which will be accessed through email (login) and password. It is prohibited to inform third parties of this data and You will be fully responsible for the use that is made of them. In case of unauthorized use of your account, You must inform us immediately by opening a ticket through <https://gupy.zendesk.com/hc/pt-br/requests/new>, assuming all risks arising from any unauthorized access.

Access through social networks. You may also access your account through social networks that have previously established connection with the GUPY Platform, such as LinkedIn and Facebook. In this case, the data informed in those sites may be subject to terms of use and privacy policies of those sites.

Registration resulting from the recruitment process. Registering as a result of a recruitment process, you will only have access to all the functionalities of the GUPY Platform when the registration process and the test steps made available by the COMPANIES are completed. If you register in more than one recruitment process at the time of registration, you will have access to all the functionalities of the GUPY Platform as soon as you finish the registration steps of one of them. Your registration is unique and will be used in all the recruitment processes in which you register.

Indication for the job position. If, when registering in a certain recruitment process, you inform that you are being indicated for the job position by a current employee of the COMPANY that started the recruitment process, the indication must be validated, through the GUPY Platform, by the person who indicated you.

Data sharing. Your data will be treated and stored in the GUPY database in a secure environment, observing available technologies and will be shared with those who need to receive them to make your participation in the selection process viable, that is, with the COMPANIES that are conducting such process. Besides the COMPANY, which will always receive your data, HR or personnel management consulting firms may also conduct the recruiting process, which may (i) open a recruiting process on behalf of the recruiting company; or (ii) manage a recruiting process opened by the recruiting company itself. These COMPANIES may communicate directly with you to conduct the selection process, to invite you to apply for other openings and for related topics.

They may also receive your personal information from contractors we hire to help us do our job. For more information about the sharing of your personal information, please see Gupy's Privacy Policy.

Vacancy Applicant Assignment. The COMPANY may invite you, as long as you have previously enrolled in its selection processes, whether these processes are still in progress or not, to participate in selection processes of other open positions that match your profile and skills, always thinking of your benefit and interest in being hired.

Talent Bank. When you apply for a selection process, you become part of the recruiting company's talent bank; your personal data will be kept even after the end of the selection process. At any time, you may request your exclusion, as indicated in our Privacy Policy.

## 6. User Content

All information, data, texts, programs, music, sounds, photographs, graphics, videos, advertisements, messages and other materials sent, inserted or displayed by the Candidate or the COMPANY are the sole responsibility of the author of such content.

GUPY may take any action it deems necessary or appropriate regarding User Content if it believes that such content may create liability for GUPY, denigrate its brand or public image, or cause losses to USERS, or their Internet providers or other suppliers (in part or in whole).

#### 7. Profile Mapping and Testing

In the GUPY Platform you will perform online tests, used to map your profile, potential and general knowledge. The available tests will be performed only once and will be used for all the recruitment processes in which you participate. If you wish, you can retake the tests 6 (six) months after the first attempt (this rule can be changed depending on the recruitment process).

The result of the tests will be available only to the COMPANIES in whose recruitment process you register. These results will help the COMPANIES in the selection of Candidates. Any comments or recommendations made regarding these tests by the COMPANY will only be accessible to the COMPANY and the employees assigned by it to use the GUPY Platform.

The rules on "Data Sharing" set forth in item 5 above also apply to this data.

#### 8. Video Recording Step

The video recording, for those cases where the recruitment process requests it, can be done through the GUPY Platform.

The videos must be recorded according to parameters and guidelines pre-established by GUPY.

GUPY will remove from the platform any video that, according to its criteria, contains inappropriate content, illegal or that collapses with GUPY's partner companies, in which case the Candidate responsible for the recording will have his/her registration deleted, in addition to being subject to civil and criminal liability for any damage that the video content may cause to third parties.

You authorize GUPY to disclose your image, by making the recorded video available to the client COMPANIES.

Unlike the tests, the videos will only be used for the recruitment process for which it is recorded and will not be used for future recruitment processes of vacancies opened by other companies.

The videos, as well as any comments or recommendations made regarding the videos by the COMPANY will only be accessed by the COMPANY and the employees assigned by it to use the GUPY Platform. The rules on "Data Sharing" set forth in item 5 above also apply to this data.

#### 9. Scheduling of interviews

If the COMPANY selects this option, an e-mail can be sent to You indicating the dates available for scheduling an interview. If you select a date, it is up to the COMPANY, not the GUPY, to confirm the appointment.

This step occurs only between COMPANY and Candidate and GUPY is not responsible for the attendance of the parties or for the feedback on the interview conducted.

#### 10. General Guidelines of the Candidate

In the use of the GUPY Platform, the Candidate can:

- search job offers through the filters;
- share on social networks all the content available within the GUPY platform (website and application) that is available for such action;
- apply to other job opportunities;
- alter, rectify or delete your data, in accordance with the Privacy Policy currently available at the time.

The Candidate (and the USER in general in what it applies) cannot:

- include resumes or apply for job opportunities on behalf of third parties;
- post as "public" more than one copy of the same resume at a time;
- violate/attempt to violate GUPY security as an attempt to investigate, copy and test the vulnerability of the system, network, security breach or unauthorized authentication measures;

- forge TCP/IP headers or any part of the header information in any email or newsgroup posts;
- aggregating, copying or duplicating parts of the GUPY platform (site and application), including expired job opportunities;
- adapt or link to any GUPY Content or information available on the Site or Application, unless permitted by this Term;
- post content or materials that promote or endorse false/misleading information or illegal activities, as well as information that offers instructions for illegal or prohibited activities in accordance with this Agreement;
- access data of third parties, servers or accounts that you are not authorized to access;
- publish content that contains pages with restricted access or password, as well as hidden pages or images;
- harass, incite or defend any type of harassment of any group, company or individual;
- attempt to interfere with the services to USERS, administrator or network, including but not limited to methods of sending viruses to the site, overloading, accumulation of messages without content, spam, "email bomb" or crashes;
- use the GUPY Platform in an unlawful manner for any illegal activity, include or submit any content, resume or job offer that is defamatory, accusatory, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, angry, racist, discriminatory, and may cause irritation, inconvenience, humiliation, anxiety, and may be considered harassment. Links to sites with pornographic, indecent or explicit sex material of any kind are also not permitted; as determined at the discretion of GUPY.

Violations of system and network security may result in civil and/or criminal prosecution. GUPY will investigate occurrences that may result in violations, including, but not limited to those cited above, and may engage and cooperate with authorities and public safety agencies in punishing USERS who commit acts of violation.

GUPY reserves the right to remove any job opportunity disclosures or content from the GUPY Platform that, in its sole discretion, are not in accordance with this item or these Terms, as well as content that is not of your interest.

In the event that an ideological falsehood or fraud is identified related to the nature of the USER's activities on GUPY Platform, GUPY may, at its discretion, terminate its relationship with the USER.

### 11. Navigation History and User Interaction Recording

For proper use of the GUPY Platform, we will record your browsing and interaction history on the GUPY Platform, in order to identify errors and failures, understand your preferences to improve the platform and create new products, enable the offer of better content, as well as meet legal and administrative needs in case of fraud or court order. To learn more about how we use navigation data, access our Privacy Policy.

### 12. Support

Applicants can contact Gupy Support by opening a ticket through <https://gupy.zendesk.com/hc/pt-br/requests/new>. Contacts will also be answered by email, from Monday to Friday, from 9am to 6pm, except holidays.

You can also find several information in our Help Center: <https://gupy.zendesk.com/hc/pt-br>.

### 13. GUPY's Responsibility

GUPY is responsible for:

a) acting as an intermediary between companies that publish job offers or talent pool openings and Candidates that publish resumes, build profiles, search for job offers, perform the tests made available by the tool and evaluate, anonymously or not, the companies where they work or have worked;

b) offer the résumé qualification system for the requirements of the job offer presented by the COMPANY and searched by the Candidates with the use of its technology. The qualification is made by mathematical algorithms that use the information made available by the USERS, reason why GUPY is only responsible for the results of the tool if the published information is true.

GUPY is NOT responsible for:

a) Job opportunities presented by the COMPANIES

The opening of job offers is the exclusive responsibility of the COMPANY, and GUPY is not responsible for the quality, safety or legality of the job opportunities presented, the veracity or accuracy of the listings and the ability of the companies to offer opportunities for candidates. The publication of job offers and their content are the responsibility of the COMPANY, including with regard to the hiring model.

#### b) Data informed by Candidates

The data informed by the Candidate are of his/her exclusive responsibility, and GUPY can not be held responsible for any mistake in filling out the data or their untruthfulness and for the consequences that may arise from this, such as the non-selection of the Candidate for a particular recruitment process, subsequent disqualification from the recruitment process in which he/she was participating or the impossibility of contacting the Candidate by the COMPANY due to the fact that direct contact information (telephone and e-mail) of the Candidate are hidden or incomplete.

#### c) Choice of Candidates for any step of the recruitment process

GUPY has no participation in the recruitment process, qualification and choice that the COMPANIES make in their process, which are the exclusive responsibility of the COMPANIES.

#### d) Elimination of Candidates in the recruitment process

For the reasons already indicated above, GUPY is also not responsible for the elimination of Candidates in the recruitment process of the COMPANY

#### e) Direct Negotiation between Candidate and COMPANY

GUPY is not involved in the negotiation between COMPANIES and Candidates and is not responsible for the selection of Candidates or for delays in the recruitment process. GUPY is not responsible for any information exchanged in direct contact between COMPANIES and Candidates via email or telephone.

#### f) Links to other sites

The GUPY Platform contains links to third-party websites, provided for your convenience and not as an endorsement by GUPY of the content on those sites. GUPY has no control over and is not responsible for the content, privacy policies or practices of third party websites and will not comment on the content or accuracy of third party materials. If you access the link, you do so at your own risk.

### 14. Price

Your basic registration on the GUPY Platform is free and includes the creation of a page with personal information on the Gupy website, the possibility of performing tests for profile mapping and work style and the possibility of viewing the companies and jobs registered that fit your profile.



GUPY reserves the right to institute, modify, increase or eliminate rates at any time, always notifying previously the USERS, who will decide to hire or not the services for the price charged or updated.

15. Accept

BY AGREEING TO THESE TERMS AND INITIATING THE USE OF THE GUPY PLATFORM, YOU UNDERTAKE TO RESPECT THE CONDITIONS SET OUT IN AN IRREVOCABLE AND IRREVERSIBLE MANNER, AS WELL AS TO USE IN A BENEFICIAL AND LEGAL MANNER THE SERVICES OFFERED BY THE GUPY PLATFORM.

16. Forum

Conflicts arising from these Terms shall be resolved in the Central Forum of the County of São Paulo/SP.

Last Updated on April 19, 2021.