

TERMS OF USE AND CONDITIONS

Welcome to Gupy Recruitment and Selection!

These Terms and Conditions of Use ("Terms") apply to Candidates as users of the platform and services offered by GUPY TECNOLOGIA EM RECRUTAMENTO LTDA ("Gupy"), the developer and owner of the Gupy Recruitment and Selection Platform (hereinafter referred to as "Gupy Recruitment and Selection").

1. OVERVIEW

These terms establish rules that must be followed when using Gupy Recruitment and Selection and can be consulted at any time by the User through the Gupy Recruitment and Selection.

It's important to note that the [Privacy Notice of the Gupy Recruitment and Selection Platform](#) is an integral part of these Terms.

The acknowledgment and acceptance of these Terms are absolutely indispensable for the use of Gupy Recruitment and Selection and the services offered by Gupy. Therefore, for correct use, you should read, ensure you have understood, and accept all conditions established in these Terms.

2. DEFINITIONS

Talent Bank: a location where information about candidate individuals who have previously applied for positions with the Client Company and/or have been invited by the Client Company to join their respective Talent Bank is stored;

Content: Any information entered by Users on the Platform;

Talent CRM: also known as Candidate Relationship Management, is a paid module of Gupy Recruitment and Selection for Client Companies seeking to add talents (potential candidates) to the bank and develop a relationship to expedite their arrival to a position;

Client Company: refers to the company that hires the services offered by Gupy, especially services related to Gupy Recruitment and Selection to advertise job opportunities or to capture qualified candidate individuals to identify potential talents among them, selecting them to join their team. The positions will be disclosed in the "Work with Us" section of the Client Company's career website;

Gupy: refers to the company GUPY TECNOLOGIA EM RECRUTAMENTO LTDA, registered under CNPJ number 23.514.668/0001-52, headquartered at Avenida Paulista, 1079, Bela Vista, in the city of São Paulo, state of São Paulo, ZIP code 01.311-200. Manager of Gupy Recruitment and Selection;

Gupy Recruitment and Selection: Gupy's Recruitment and Selection Platform, a tool used by Client Companies to manage their Selection Processes;

LGPD: General Data Protection Law - Law No. 13,709, of August 14, 2018;

Candidate Individuals: individuals who apply and are interested in occupying a specific position or role through selection processes for positions with the Company;

Selection Processes: a set of techniques that assist in choosing the most suitable candidates for a particular job opening. Through it, it is possible to identify skills and competencies and verify which profiles have the highest compatibility with the position and the company's culture;

Users: Candidate Individuals and Client Companies using Gupy Recruitment and Selection;

3. APPLICATION OF THESE TERMS

These Terms will apply to you as soon as you start using the Gupy Recruitment and Selection Platform by creating an account as a Candidate and will only cease to apply if and when your relationship with Gupy ends, especially in the following scenarios:

- Due to your account being canceled by Gupy;
- Due to the closure of your account by you.

If your account is later reactivated, these Terms will again apply to you in their current version.

4. SERVICES PROVIDED THROUGH GUPY RECRUITMENT AND SELECTION

GUPY offers the following services for Candidate Individuals:

- A job portal for you to find positions aligned with your professional interests from Client Companies;
- Identification of your professional characteristics through tests provided by Gupy or third parties;
- Matching the profile of Client Companies seeking Candidate Individuals and Candidate Individuals looking for new job positions, with participation in a selection process to be carried out when vacancies are available;

5. ACCESS AND USE CONDITIONS

Registration: Your registration must be done by accessing Gupy Recruitment and Selection and will only be confirmed upon completing all requested fields. If you register due to a selection process, you will only have access to all Gupy Recruitment and Selection functionalities when you finish the registration process and the test stages provided by Client Companies. If you apply for more than one selection process during registration, you will have access to all Gupy Recruitment and Selection functionalities as soon as you complete the registration steps for one of them. Your registration is unique and will be used in all selection processes you apply for;

Access account: For the use of Gupy Recruitment and Selection, a User account will be provided, which will be accessed through email (login) and password;

Individual and non-transferable access: It is prohibited to disclose your access data to third parties, with the User being entirely responsible for their use. In case of unauthorized use of your account, you must inform us immediately through <https://gupy.zendesk.com/hc/pt-br/requests/new>, assuming all risks arising from unauthorized access;

Authenticity, Updating, and Truthfulness of data: All information provided by the User to access and use the Service must be true. The User is responsible for the truthfulness, accuracy, and authenticity of the registered data, as well as for the storage, confidentiality, and proper use of the login and passwords, releasing Gupy from any responsibility. It is the sole responsibility of the User to keep any information provided through Gupy Recruitment and Selection permanently updated to always reflect the User's real data;

Access through social networks: You can also access your account through social networks that have a pre-established connection with Gupy Recruitment and Selection, such as LinkedIn and Facebook. In this case, the data provided on those sites may be subject to the terms of use and privacy of those platforms;

Job referral: If, during registration for a specific selection process, you indicate that you are being referred to the position by a current employee of the Client Company that opened the Selection Process, the referral must be validated through Gupy Recruitment and Selection by the referrer;

Assignment of Candidate Individual to the position: The Client Company may invite you to participate in talent pools and open selection processes that match your profile and skills, always considering your benefit and interest in being hired;

Talent Bank: By applying for a selection process, you become part of the Client Company's Talent Bank, and your personal data will be kept even after the end of the Selection Process. At any time, you may request the deletion of your account, as indicated in our Privacy Notice;

Talent CRM: The Client Company may, at its discretion, provided it complies with applicable law, add new talents (potential candidates) to its Talent Bank to develop a relationship to expedite their arrival to a position;

6. GENERAL USER GUIDELINES

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

Candidate Individuals must use Gupy Recruitment and Selection only for lawful and authorized purposes. Gupy has the right to take measures, including removing job opportunities or content, suspending or canceling registration, temporarily or permanently, and other appropriate actions if the Client Company uses Gupy Recruitment and Selection in violation of these Terms and in an improper manner, such as providing false information or

compromising its integrity. This also applies to actions that may create liabilities for Gupy, including defamation of its brand, public image, or its Internet providers and other suppliers.

In using the Platform, the Candidate Individual can:

- Search for job offers through filters;
- Share on social networks any content available within the Platform that is available for such action;
- Apply for positions published by Client Companies;
- Modify, rectify, or delete their data, in accordance with the current Privacy Notice;

It is prohibited for the Candidate Individual (and Users in general as applicable):

- Include resumes or apply for job opportunities on behalf of third parties;
- Post more than one copy of the same resume as "public" at a time;
- Violate/attempt to violate the security of Gupy by trying to investigate, copy, and test system vulnerabilities, network, security flaws, or authentication measures without authorization;
- Forge TCP/IP headers or any part of header information in any email or posts in news groups;
- Aggregate, copy, or duplicate parts of Gupy Recruitment and Selection, including expired job opportunities;
- Adapt or provide the link to any Gupy content or information available on the Site or Application unless permitted by these Terms;
- Post content or materials that promote or endorse false/misleading information or illegal activities, as well as information that provides instructions for illegal or prohibited activities according to these Terms;
- Access data from third parties, servers, or accounts that they are not authorized to access;
- Publish content containing restricted access or password-protected pages or images;
- Attempt to interfere with services for Users, administrators, or networks, including but not limited to methods of sending viruses to the site, overload, accumulation of contentless messages, spam, "email bombs," or crashes;
- Use Gupy Recruitment and Selection unlawfully for any illegal activity, including or submitting any type of defamatory, accusatory, implicitly or explicitly offensive, vulgar, obscene, threatening, abusive, angry, racist, discriminatory content, which may cause irritation, inconvenience, humiliation, anxiety and be considered harassment. Links to pornographic content, indecent or explicit sexual material of any kind are also not allowed; as determined at the discretion of GUPY.

Violations of the system and network security may result in civil and/or criminal proceedings: Gupy will investigate incidents that may result in violations, including but not limited to those mentioned above, and may engage and cooperate with authorities and public safety agencies in the punishment of Users who engage in violation acts.

If falsification of identity or fraud related to the nature of the activities of the Client Company User on Gupy Recruitment and Selection is identified, Gupy may, at its discretion, notify and

even terminate the contract with the Company, as well as possibly configure crimes under the Penal Code, subject to penalties.

7. FEATURES

- Profile Mapping and Tests

In Gupy Recruitment and Selection, you will take online tests used to map your profile, potential, and/or general knowledge. The tests provided will be conducted only once and will be used for all selection processes you participate in. It is possible to reuse test scores. For more information, check:

<https://support-candidates.gupy.io/hc/pt-br/articles/360046894313-J%C3%A1-fiz-o-teste-quando-participei-de-outra-vaga-poss-o-reaproveitar-a-nota>

The test results will be available only to the Client Companies in whose Selection Processes you enroll. These results will assist Client Companies in selecting Candidate Individuals. Any comments or recommendations regarding these tests by the Client Company will only be accessible to them and designated employees for the use of Gupy Recruitment and Selection.

- Video Recording Stage

Video recording, if requested by the Selection Process, can be done through Gupy Recruitment and Selection. The videos should be recorded according to pre-established parameters and guidelines in Gupy Recruitment and Selection. For more information, check: <https://support-candidates.gupy.io/hc/pt-br/articles/360046262414-Como-gravar-e-ou-anexar-o-v%C3%ADdeo-na-etapa>

Gupy will remove from Gupy Recruitment and Selection any video that, according to its criteria, contains inappropriate, illegal content, or reflects poorly on Gupy's client companies. In such cases, the Candidate Individual responsible for the recording will have their account deleted and may be liable for civil and criminal actions for any damages caused by the video content to third parties.

By submitting a video recording to a Client Company, you authorize Gupy to share your image and voice with that company.

The videos may be reused for future Selection Processes for open positions by other Client Companies if you wish.

The videos, as well as any comments or recommendations made by the Client Company regarding the videos, will only be accessible to them and designated employees for the use of Gupy Recruitment and Selection.

- Interview Scheduling

If the Client Company selects this option, you may receive an email indicating available dates for interview scheduling. Once a date is selected by you, it is the responsibility of the Client Company, not Gupy, to confirm the scheduling.

This stage occurs solely between the Company and the Candidate Individual. Gupy is not responsible for the attendance of the parties or for feedback on the conducted interview.

- Additional Questions

The Client Company may ask additional questions, i.e., beyond those configured by default in Gupy Recruitment and Selection, and request additional data through Gupy Recruitment and Selection without Gupy's interference.

- Internal Recruitment

To participate in internal recruitment, the employee of the Client Company must have an account in Gupy Recruitment and Selection and, therefore, must accept the conditions of these Terms.

8. SUPPORT

Candidate Individuals 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 9 am to 6 pm, except holidays.

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

9. GUPY'S RESPONSIBILITY THROUGH GUPY RECRUITMENT AND SELECTION

Gupy is responsible for:

- Providing an online tool for Client Companies to publish job opportunities or Talent Banks and for Candidate Individuals to search and apply for job positions;
- Providing a tool for the application and management of applications in selection processes;

Gupy is **NOT** responsible for:

- Job openings by Client Companies

The opening of positions is the exclusive responsibility of the Client Company, and Gupy is not responsible for the quality, safety, or legality of the advertised positions, the accuracy or precision of listings, and the ability of Client Companies to offer job opportunities to Candidate Individuals. The publication of positions and their content is the responsibility of the Client Company, including the hiring model;

- Data provided by Candidate Individuals

The data provided by the Candidate Individual is their sole responsibility, and Gupy is not responsible for incorrect filling that may result in the non-selection of the Candidate Individual for a specific selection process, subsequent disqualification from a selection process they were participating in, or the impossibility of contact with the Candidate Individual by the Client Company;

- Choice and elimination of Candidate Individuals in the selection process

Gupy has no interference or participation in the Selection Process, qualification, and choice made by Client Companies in their process, which is their sole responsibility. Similarly, Gupy is not responsible for delays in the progress of the selection process and the elimination of Candidate Individuals throughout the recruitment process of the Client Company;

- Direct negotiation between Candidate Individual and Client Company

Gupy does not involve itself in the negotiation between Companies and Candidate Individuals and is not responsible for any information exchanged in direct contact between the Client Company and Candidate Individual via email, phone, or other means of communication;

- Links to other sites

The Platform may contain links to third-party sites, provided for your convenience and not as an endorsement by Gupy of the content on those sites. Gupy has no control and is not responsible for the content, privacy policies, or practices of third-party sites and will not comment on the content or accuracy of third-party materials. If you access the link, the Candidate Individual assumes full responsibility;

- Issues on the Candidate Individual's device

Issues occurring on the Candidate Individual's device, such as system failures, provider issues, internet connection issues, hacker attacks, viruses, interference, piracy, or other security breaches on their device that cause harm, losses, or damages are the responsibility of the Candidate Individual to use means that guarantee the security of their information;

- Integration with other systems

Gupy is not responsible for the integrations that the Client Company performs with its systems. Gupy only provides a public API and webhooks to allow the Company to connect Gupy Recruitment and Selection with other systems.

Gupy is not responsible for the internal sharing of the integration token in the Client Company and any data leaks resulting from the improper use of the API by the Client Company;

10. PRICE

Your basic registration on Gupy Recruitment and Selection is free and includes creating a page with personal information on the Gupy website, the possibility of taking tests for profile mapping and work style, and the ability to view companies and positions registered that match your profile.

Gupy Recruitment and Selection is **FREE** for Candidate Individuals, and we do not charge any fees for your participation in selection or admission processes.

Gupy reserves the right to establish, modify, increase, or eliminate fees at any time, always notifying Candidate Individuals in advance, who will decide whether or not to hire the services at the price charged or updated.

11. INTELLECTUAL PROPERTY

The use of Gupy Recruitment and Selection does not imply, in any way, the provision of the source code or internal software structure or any other technology or platform functionality, being the exclusive property of Gupy.

12. PRIVACY AND DATA PROTECTION

Gupy, through Gupy Recruitment and Selection, complies with and follows the guidelines established by LGPD, prioritizing the privacy of the Candidate Individual, so that the personal data collected will only be used for the purposes detailed in the Privacy Notice.

For more information, check our Privacy Notice available at: [Privacy Notice of the Recruitment and Selection Platform](#).

13. PENALTIES

Failure to comply with any clause of these Terms of Use may lead to the cancellation of the Candidate Individual's registration in Gupy Recruitment and Selection and may also be subject to civil and criminal liability.

14. CHANGES, MODIFICATIONS, AND TERMINATION

Gupy reserves the right to modify these Terms at any time for legitimate reasons, being allowed, at any time, to modify or discontinue (temporarily or permanently) the distribution or update of Gupy Recruitment and Selection. Whenever there is a significant change, we will make the best efforts to communicate it to you. However, we recommend that you periodically visit this page to check the most recent Terms established for the use of Gupy Recruitment and Selection.

If any clause of these Terms becomes invalid, illegal, or unenforceable, it will not affect the validity, legality, and enforceability of the other clauses in any way. Gupy does not waive any of its rights by not enforcing the provisions of these Terms, being able to exercise them appropriately and within legal deadlines.

This Agreement has an indefinite term, starting from the date of Electronic Acceptance by the Candidate Individual.

15. ACCEPTANCE

THESE TERMS HAVE THE NATURE OF AN ADHESION CONTRACT, AND BY AGREEING TO THE PROVISIONS HEREIN AND STARTING TO USE GUPY RECRUITMENT AND SELECTION, YOU EXPRESSLY, FREELY, AND INFORMEDLY ADHERE TO THE TERMS AND AGREE THAT YOU HAVE READ THIS DOCUMENT IN FULL AND AGREE WITH ITS CONDITIONS. YOU COMMIT, THEREFORE, TO RESPECT THE CONDITIONS STATED HERE IRREVOCABLY AND IRREVOCABLY, AS WELL AS TO USE THE SERVICES OFFERED THROUGH GUPY RECRUITMENT AND SELECTION BY GUPY IN A PROFITABLE AND LEGAL MANNER.

The Candidate Individual understands and acknowledges that they have legal capacity to enter into these Terms of Use and use the service.

To use Gupy Recruitment and Selection and the Services, you - the Candidate Individual - must be over 14 years old. To enter into contracts with the Client Company, you must have full legal capacity according to the legislation of your country, i.e., be over 18 years old, and minors (over fourteen years old) must be assisted or represented by their parents, guardians, or curators, in accordance with the law, who will be considered responsible for all acts performed by minors.

16. APPLICABLE LEGISLATION AND JURISDICTION

The Terms of Use are governed and interpreted according to Brazilian law, due to the services being offered in national territory, with the competent forum to settle issues related to this document being the forum of São Paulo-SP.

Last updated on December 11, 2023.