



**BNP PARIBAS**  
The bank for a changing world

## **GENERAL TERMS AND CONDITIONS OF THE WEBSITE B-Welcome “GTCs”**

Applicable as of Jan 1<sup>st</sup> 2024

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Publisher of the Website B-Welcome: BNP Paribas S.A.  
A public limited company registered in the Paris Companies Register under number : 662 042 449  
With a share capital of: €2,346,833,778  
VAT number: FR76662042449  
Orias No: 07,022 735  
ADEME No.: FR200182\_03KLJL  
Registered Office: 16, boulevard des Italiens - 75009 Paris

Hosting of the Website: Avature  
Address; 72 rue du Faubourg Saint Honoré, 75 008 Paris  
Phone number: +33 187 650 258  
(Hereinafter referred to as the “**Hosting Provider**”)

### **Definitions:**

« **Content** » means all information, publications, texts, photos, illustrations, soundtracks and any other content available on the Website;  
« **Service** » means all or part of the functionalities that can be used and proposed by the Publisher on the Website, as described in Article 2 of these GTCs;  
« **Website/Application** » refers to B-Welcome;  
« **Third Party** » means any natural or legal person other than the Publisher and/or an User;  
« **User** » means any natural person having access to the Website, regardless of where he/she is located and how he/she has access to the Website;  
« **Member** » or « **Candidate** » means any User who creates a profile that gives him/her access to his/her Member Space;  
« **Member Space** » means the personal space reserved for the User on the Website.  
« **Electronic Signature** » means a reliable process that ensures the integrity of the signed document and demonstrates the consent of the signatory whom it identifies for that purpose.  
« **Durable Medium** » means any instrument which enables the User/Member to store information addressed personally to him/her in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored.

## **1. PURPOSE AND ACCEPTANCE OF THE GTCs**

These GTCs set out the operating rules and those for the use of the Website B-Welcome, which aims to enable staff recruitment externally and internally within the BNP Paribas Group. .

The use of the Website/ Application is subject to consultation, prior acceptance, without any reserve nor condition, of the GTCs and to their full compliance by the User.

## **2. DESCRIPTION OF THE FUNCTIONALITIES OF THE WEBSITE**

Within the framework of the Services, the User can:

- Access to the Website and use it;
- Post job offers and receiving profiles from outside the Group
- Manage and select profiles by recruiters
- Manage the internal mobility of employees within the BNP Paribas Group

- .Generally speaking manage all items related to internal and external recruitment for BNP Paribas Group

### **3. ACCES TO THE WEBSITE**

The Website is available to Users subject to compliance with the following conditions:

Access to and use of the Website by natural persons under the age of at least thirteen (13) years shall be granted on condition that they have obtained the prior authorisation of the holder(s) of parental authority, who thereby agree to be guarantors of its compliance with these Conditions of Use.

The User acknowledges that he/she has the necessary skills and means to access and use the Website.

### **4. MEMBER SPACE**

Access to the functionalities of the Website is subject to the creation of a Member Space.

When the User registers on the Website, he/she must complete all mandatory fields of the registration form.

The password must comply with the security standards of the Website detailed below:  
The password must contain at least 15 characters, including 2 alpha (upper and lower case), 1 numeric and 1 special character.

The login name ("**User ID**") and personal password defined for registration in the Service are strictly confidential. The User undertakes to keep them secret and to refrain from communicating them to anyone.

The User is fully responsible for their retention and their use and, where applicable, for the consequences of their disclosure and/or use by third parties.

In particular, it is the responsibility of the User to ensure that the retention and entry of the User ID and password are carried out under perfect conditions of security and confidentiality.

Any use of the Services, connection or transmission of data made through the Member Space with his/her User ID and password will be presumed to have been made by this Member, under its exclusive responsibility, unless written notice duly justified is transmitted to BNP Paribas by the Member of the Website.

BNP Paribas cannot be held responsible for the loss of one or more User IDs and passwords, in the absence of prior and duly notified opposition to BNP Paribas, the harmful consequences of the use of the Member Space by an unauthorized person. In the event of loss or theft of one of the User ID and/or password, the Member shall use the procedure laid down by BNP Paribas allowing him to retrieve his/her user ID and password and renew them.

### **5. COSTS**

Access to the Service is free of charge.

However, the User shall bear the connection costs invoiced by his/her Internet service provider when using the Service, as well as the telephone communication costs that the User shall make in connection with the use of the Service or for any requests for further information related to it.

### **6. OBLIGATIONS OF THE PARTIES**

#### **Obligation of the User**

The User undertakes to comply with the provisions of the GTCs and all applicable laws and regulations when using the Website.

Users are reminded that the fact to access or to remain fraudulently in a computer system or to hinder or to damage the working of such a system, to introduce or to modify fraudulently data in a computer system constitutes a criminal offence subject to a fine and/or imprisonment.

In particular, the User undertakes to:

- (i) not compromise, damage, disable, overload, disrupt or interfere with the safety or operation of the Website or the information and operating systems of BNP Paribas or its service providers, if any;
- (ii) not jeopardize the normal operation or use fraudulently the Website, in any manner or form;
- (iii) not use or allow the use of the Website in an abusive way or unlawful manner, for fraudulent or malicious illicit purposes; including, but not limited to, by pirating the Website or by introducing a malicious code, including viruses, or harmful data into the Website, by using any system, device or program to extract data or information from the Website or servers of the Website, by sending or storing documents containing viruses, worms, Trojan horses or other codes, files, scripts, agents or programs, harmful information, by interfering with or compromising the integrity or the performance of the Website and the data contain therein, or by attempting to obtain unauthorized access to the Website, its associated systems or networks.

Any breach of the obligations detailed in this Article may lead to suspension of the provision of all or part of the Services for the User through the Website in accordance with Article of these GTCs, without prejudice to possible legal proceedings.

## **7. LIABILITY**

BNP Paribas make best efforts to maintain a reasonable level of operation and availability of the Website. BNP Paribas reserves the right at any time, without prior notice, to limit access to the Website and its use by the User in order to perform maintenance operations or make changes. The Publisher cannot be held liable in the event of interruption in access due to these maintenance or updating operations.

The User is informed that Services are connected via the Internet network. He is warned of technical hazards that can affect this network and cause slowdowns or unavailability making the connection impossible. BNP Paribas shall not be liable with respect to Users for any failure of the lines, communication systems or any other system necessary for the use of the Website.

BNP Paribas is not responsible for malfunctions caused by internet service providers or content hosted by third parties in the context of the provision of the Website.

BNP Paribas strives to ensure the accuracy, completeness and updating of the information disseminated on the Website by him, of which he reserves the right to modify the content, at any time and without notice. BNP Paribas cannot, however, guarantee its accuracy, completeness, suitability for a specific use, veracity or lack of modification by a Third Party or a User.

The GTCs set out the full obligations and responsibilities of BNP Paribas, which cannot be bound by any other express or implied warranty against the User.

BNP Paribas cannot be held liable for any damage resulting from a fault, non-performance or improper performance attributable to the User, or from an unforeseeable and insurmountable event of a third party outside the provision of the Service or from a case of *force majeure*.

## **8. INTELLECTUAL PROPERTY**

### **RIGHTS DETAINED BY BNP Paribas**

The Website and each of its composing parts are the exclusive property of BNP Paribas ] or licensed by Third Parties.

BNP Paribas grants the User a non-exclusive, non-transferable and non-sublicenseable license to use the Website and to consult the content, for exclusively personal and non-commercial use, for the term

of the applicable intellectual property rights and anywhere in the world, subject to compliance with the terms of these GTCs. No other rights are granted on the Website. The provision of the Website should under no circumstances be regarded as a transfer of ownership to the User/Member.

The User is not allowed to:

- (a) copy or reproduce all or part of the Website, unless such copy or reproduction is related to the normal use of the Website, or is necessary for backup purposes;
- (b) rent, lend, sell, license or sublicense, distribute, assign, transfer or otherwise make available to a third party the Website, in whole or in part (including the object code and source code), in any form whatsoever;
- (c) translate, merge, adapt, alter or modify, in any manner, all or part of the Website;
- (d) integrate the Website, in whole or in part, in another program;
- (e) make changes or modifications to the central functionality or source code of the Website, or otherwise create any work derived from all or part of the Website;
- (f) disassemble or decompile the Website or any part thereof, or perform reverse engineering, except in cases expressly authorized by the applicable regulations (Article L. 122-6-1 (IV) of the French Intellectual Property Code).

2.4 The name, logo and any other distinguishing sign of BNP Paribas or associated with the Website (hereinafter, "**Marks**") are trademarks owned or licensed exclusively by BNP Paribas or its licensors. BNP Paribas or its licensors are the sole owners of the intellectual property rights that may be attached to the Marks. No right or license is granted to the User on the Marks.

## **9. HYPERTEXT LINKS**

Hypertext links available on the Website may provide access to websites run by Third Party that are not edited by BNP Paribas. They are provided solely to facilitate the use of resources available on the Internet. If the User uses these links, he leaves the Website and then agrees to use the Third Party websites at his/her own risk or, if applicable, pursuant to their terms and conditions. BNP Paribas cannot be held liable in any way whatsoever for these hyperlinks.

The User may not use and/or insert a hypertext link directed to the Website without the prior express written consent of the BNP Paribas on a case-by-case basis.

It is the User's responsibility to take the necessary precautions to ensure the absence of computer viruses on the applications, websites and external sources visited.

## **10. PERSONAL DATA**

When the Users use the Website, some of their personal data may be brought to the attention and collect by BNP Paribas.

For more information on the collection and processing of personal data, Users should consult the [Personal Data Policy](#).

## **11. COOKIES**

The User is informed that during his/her visits to the Website, cookies may be installed on his terminal. For more information about cookies, Users should consult the Cookie Policy.

## **12. DURATION AND MODIFICATION OF GTCs**

The present GTCs come into force from the date of their acceptance by the User.

BNP Paribas may change at any time and without notice the GTCs. In the event of a substantial change to the GTCs, BNP Paribas will indicate on B-Welcome the date of update of the GTCs. For all useful purposes, GTCs may be printed and/or saved and remain in any case always available on the Website in their current version.

It belongs to the User to read the latest version of GTCs at each connection on B-Welcome.

Nevertheless, any major modification of the GTCs will be communicated to the User by [practical modalities to be defined] two (2) months before the date of their entry into force. The absence of a challenge notified to BNP Paribas before the expiry of the aforementioned period shall constitute acceptance of these changes. In the event that the User does not accept these modifications, he has the right to terminate the Service and these GTCs, immediately and at no cost.

### **13. EVOLUTION OF SERVICE**

The Service may be subject to change or be replaced at any time, in particular such as to reflect technological developments. The User will be informed directly on the website with a message . These GTCs may also change accordingly.

### **14. CLAIMS**

Claims relating to the operation and use of the Website should be addressed through the recruitment service with which the application was submitted, and for which an application acknowledgement e-mail has been sent.

### **15. APPLICABLE LAW**

These GTCs are governed by French law.

### **16. CHOICE OF JURISDICTION**

In the absence of amicable resolution, any dispute shall be expressly referred to the competent Courts.