

# **END USER LICENSE AGREEMENT (EULA) FOR FLEXA**

Date of last amendment: 19 June 2023

Welcome to FLEXA! This End User License Agreement ("EULA") is an agreement between you and MIP, Politecnico di Milano Graduate School of Business ScpA, with registered offices in Milan, via Lambruschini 4C, building 26/A, c.f/piva 08591680155 for the use of this web platform.

## **1. ACCEPTANCE OF EULA**

1.1 By clicking "I Agree," you agree to all the terms and conditions of this EULA. Acceptance is required to use the platform.

## **2. PLATFORM CONTENT**

2.1 FLEXA is MIP's platform for Users to assess their skills, discover the most suitable paths for their training, evaluate their results, and connect with other Users and companies.

2.2. MIP reserves the right to amend, suspend, or discontinue the services offered by FLEXA at any time.

## **3. OBLIGATIONS AND RIGHTS OF USERS**

3.1. When creating the Account, the User must provide true and complete information and enter a username and password, which are strictly personal and may not be disclosed and/or made available to third parties.

3.2 User agrees to notify MIP of any breach of security or unauthorized use of their account of which they have become aware.

3.3 User agrees that they are solely responsible, both towards MIP and third parties, for any activity that might be carried out through their account and for any access to FLEXA and they also undertake to ensure the confidentiality of their credentials.

3.4 The User must comply with all applicable rules and regulations and this EULA while using the Platform. User shall not use the platform in a way that may damage, disable, overload or impair the platform or interfere with the use by third parties.

3.5. In particular, the User agrees to maintain a correct conduct with respect for others.

#### **4. OBLIGATIONS AND RIGHTS OF CORPORATE USERS.**

4.1 Companies (Corporate Users) may use FLEXA to connect with Users. Corporate Users may not use FLEXA to promote their own products or services or for profit. However, employer branding initiatives, i.e., initiatives aimed at describing and promoting one's brand and company as desirable workplaces and talent acquisition initiatives, i.e., actions aimed at soliciting Users' expression of interest towards specific job opportunities or even in general for the companies in question, are permitted, provided that they are based on the principles of good faith and fairness.

4.2 Corporate Users agree to request Users to develop content or work-products of any kind (e.g., content made available or created in order to take part in a so-called "Challenge") exclusively for the purpose of evaluating their capabilities and agree not to use them for commercial purposes, including any form of use and/or economic exploitation of the work-product without the prior authorization of the User.

4.3 Corporate Users also agree to use FLEXA to contribute to Users' orientation and learning by keeping a respectful and cooperative behavior.

4.4. Corporate Users must comply with applicable regulations on advertising, data protection, and commercial practices and communications. They shall refrain from sending unsolicited communications or sharing misleading information or messages.

#### **5. INTELLECTUAL PROPERTY**

5.1 FLEXA, including its content, software, design, and trademarks ("IP"), is the exclusive property of MIP and it is protected by intellectual property laws.

5.2 Users agree to use the IP only for the education and information purposes and not to make it available to third parties. All uses not expressly stated or authorized by MIP are prohibited.

5.3. Corporate Users also agree to take appropriate measures to ensure that IP is used in accordance with the purposes for which it is made available, and it is not copied, disseminated or disclosed without the prior consent of MIP.

5.4. User Content: Upon posting content, whether in the form of text, image, video or music or any other possible form made possible on the FLEXA platform, Users grant MIP a non-exclusive, royalty-free, transferable, sublicensable, global license, to use, reproduce, modify, adapt, publish and display such content. This license terminates upon deletion or removal by the User of the content or account.

5.5 Content of Corporate Users: Corporate Users who post content on FLEXA grant FLEXA a license similar to that granted by Consumer Users. In addition, Corporate Users declare and warrant that they own or have the right to use, publish, disseminate, and license content that they post on FLEXA.

## **6. THIRD PARTY CONTENT AND REDIRECTION**

6.1. FLEXA may contain third-party content and links to third-party websites. MIP does not control, and it is not responsible for, such content or websites. Users access third-party websites through FLEXA under their sole responsibility.

## **7. NO RESPONSIBILITY FOR CONTENT**

7.1 MIP does not control and it is not responsible for content posted by Users on FLEXA. However, MIP reserves the right to remove any content that, at its own sole discretion, is deemed to infringe on the rights of MIP or third parties, including non-Users, and/or violates this EULA.

## **8. PRIVACY AND DATA PROTECTION**

8.1 FLEXA complies with the General Data Protection Regulation (GDPR). You can read our Privacy Policy for information on how we handle the data of Users and Corporate Users.

## **9. EXCLUSIONS AND WARRANTIES, LIMITATION OF LIABILITY**

9.1 Users acknowledge and agree that FLEXA is provided "as is" and that MIP makes no representations or warranties regarding the functionality, effectiveness, or continuity of FLEXA. In particular, MIP does not represent and/or warrant that:

- i. The use of FLEXA meets the needs of Users and/or Corporate Users;
- ii. Use of FLEXA is uninterrupted, timely, secure, or error-free,
- iii. Third party content and/or third-party licensed content on FLEXA or the sites to which it redirects the User does not violate any legal regulations;
- iv. The information or content available on FLEXA, by anyone posted or shared, are true or reliable;
- v. Defects or failure of FLEXA or content are promptly repaired or restored.

9.2. Users and Corporate Users acknowledge and agree that MIP shall not be liable for any damage and/or loss they may suffer as a result of, or in connection to, their use of FLEXA. Nothing in this EULA shall be construed to hold MIP liable for any direct, indirect, incidental, special, consequential, or exemplary damages that Users may suffer as a result of using or being unable to use the platform.

## **10. EULA CHANGES - WITHDRAWAL AND DELETION OF PROFILE**

10.1 MIP reserves the right to modify this EULA. If the User does not agree to the proposed changes, the account shall not have access to FLEXA, and the EULA will be terminated by law.

10.2 Users may terminate this EULA at any time by requesting profile deletion on the appropriate page.

## **11. CONTACTS**

11.1. MIP can be contacted at [flexa@gsom.polimi.it](mailto:flexa@gsom.polimi.it).

## **12. MISCELLANEA**

12.1 The User and the Corporate User acknowledge that, pursuant to and for the purposes of Legislative Decree No. 231/2001, which governs the liability of entities as a result of offenses committed with reference to their activities, MIP operates on the basis of its Code of Ethics and the Organizational Model adopted by MIP, available at the following link: [www.gsom.polimi.it/compliance/](http://www.gsom.polimi.it/compliance/) of which the Corporate User declares to have read and of which he/she unconditionally accepts all the terms and conditions.

12.2 This EULA constitutes the sole and entire legally binding agreement between the Users and MIP and replaces any prior agreement between the User and MIP in connection with the use of FLEXA.

12.3 In the event that any term or provision of this EULA is void, voidable, or contrary to the law, such term or provision shall be considered, to the extent necessary to make the EULA compliant with the law, separate from the other terms and provisions, and the remaining provisions of the EULA shall remain effective as if the separate term or provision were not included between the parties.

12.4 The party's tolerance of non-compliance with any of the terms and conditions set forth in the EULA shall not constitute a derogation and/or waiver of the dictate of the written rule, which each party may invoke at any time.

12.5 This EULA is governed by Italian law.

12.6 Any dispute arising out of the interpretation and application of the EULA, which cannot be settled amicably, shall be subject to the exclusive jurisdiction of the Courts of Milan, Italy.